



STANDARD BANK AND TRUST CO.
 2400 West 95th St., Evergreen Park, IL 60437
 4001 West 95th St., Oak Lawn, IL 60453
 11801 S. Southwestern Hwy., Palos Park, IL 60464
 312499-2000 (Suburbs) • 312239-6700 (Chicago)
 Member F.D.I.C.



STANDARD BANK AND TRUST CO.
 1200 West 31st St., Hickory Hills, IL 60137
 1311 Chicago Ridge Mall, Chicago Ridge, IL 60415
 312566-7800 (Suburbs) • 312724-2000 (Chicago)
 Member F.D.I.C.

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STANDARD
 HOME EQUITY LINE OF CREDIT
 REVOLVING CREDIT MORTGAGE

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THIS MORTGAGE is dated as of July 7, 19 89, and is between Larry L. Miller & Catherine A. Miller, (married to each other) or _____ not personally, but as Trustees under a Trust Agreement dated _____, 19 _____, and known as Trust No. _____ ("Mortgagor") and Standard Bank & Trust Co.

("Mortgagee").

WITNESSETH:

Mortgagor has executed a Revolving Credit Note, the terms and provisions of which are incorporated herein by reference, dated the same date as this Mortgage payable to the order of Mortgagee (the "Note"), in the principal amount of \$ 15,000.00 (the "Line of Credit"). Interest on the Note shall be due and payable monthly beginning August 5, 19 89, and continuing on the same day of each month thereafter, and the entire unpaid balance of principal and interest shall be due and payable five (5) years after the date of this Mortgage. Interest on the Note shall be calculated on the daily unpaid principal balance of the Note.

The interest rate on the note will vary depending on the original principal sum of the note. For note amounts of \$25,000.00 or more, the interest rate is 1% in excess of the Variable Rate Index, for note amounts of \$15,000.00 or more (but less than \$25,000.00), the interest rate is 1½% in excess of the Variable Rate Index, for note amounts of \$5,000.00 or more (but less than \$15,000.00), the interest rate is 2% in excess of the Variable Rate Index. Interest on this Note shall be calculated on the daily unpaid principal balance and shall be computed based upon a 365-day year for the actual number of days elapsed.

Interest after Default, (defined below), or maturity of the Note, whether by acceleration or otherwise, shall be calculated at the per annum interest rate equal to 3 % per annum in excess of the Variable Rate Index. Mortgagor has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at any time, without penalty.

To secure payment of the indebtedness evidenced by the note and the Liabilities (defined below), including any and all renewals and extensions of the Note, Mortgagor does by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, the real estate situated, lying and being in the County of Cook, and State of Illinois, legally described as follows:

Lot 33 in First Addition to John R. O'Connor's Palos Park Subdivision being a Subdivision in the Northeast Quarter of Section 26, Township 37 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof registered as Document No. 1329172, in Cook County, Illinois.

COMMONLY KNOWN AS: 8 South Woodland Trail
 PIN: 23-26-208-011

which is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located on, over or under the Premises, and all types and kinds of fixtures, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and window floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter erected, installed or placed on or in the Premises, and whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities.

The Note evidences a "revolving credit" as defined in Illinois Revised Statutes Chapter 17, Paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness and future advances made pursuant to the Note, to the same extent as if such future advances were made on the date of the execution of this Mortgage, without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard to whether or not there is any indebtedness outstanding at the time any advance is made.

Further, Mortgagor does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagee, that until a Default shall occur or a cause of default shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagor covenants and agrees as follows:

- Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, security interests, liens, mechanics' liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of construction upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.
- Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, and other taxes, assessments or charges against the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagor may desire to contest prior to such tax, assessment or charge becoming delinquent.

RT8-6460

NOTE IDENTIFIED

Subject to possible U.S. Federal Tax Lien

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IN DUPLICATE

1989 AUG 24 PM 2 39
CAROL MOSELEY
REGISTERED CLERK OF DEEDS

Submitted by _____
Address _____
Notified _____
Deliver certificate _____

Address _____
Deed to _____
Deliver duplicate Trust _____

Address _____
Notified _____

REAL ESTATE INDEX GROUP
1820 Ridge Avenue
Evanston, IL 60201

Order # 878-646-4

Property of Cook County Clerk's Office

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17. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for the purpose.

18. Mortgagee agrees to release the lien of this Mortgage and, if required by law pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage, if the Mortgagor renders payment in full of all Liabilities secured by this Mortgage.

19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming by, under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have executed the Note or this Mortgage. Each Mortgagor shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

20. In the event the Mortgagor is a land trustee, then this Mortgage is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof, and through enforcement of the provisions of the Note and any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as trustee, because or in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of the trustee, if any, being expressly waived in any manner, but this waiver shall in no way effect the personal liability of any co-maker, co-signer, endorser, guarantor, accommodation party or guarantor of this mortgage or the note secured hereby.

21. This Mortgage has been made, executed and delivered to Mortgagee in Cook County, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

WITNESS the hand _____ s _____ and seal _____ s _____ of Mortgagor the day and year set forth above.

Prepared by:
John M. Ward
Standard Bank & Trust Co.
11901 Southwest Hwy.
Palos Park, IL. 60464

[Signature]
Catherine Miller

As Trustee Under A Trust Agreement Dated _____, 19____

and known as Trust No. _____

AND NOT PERSONALLY

By: _____
Its: _____

By: _____
Its: _____

Mail to:
Bonnie E. Balko
Standard Bank & Trust Co.
2400 W. 95th St.
Evergreen Park, IL. 60642



STATE OF ILLINOIS
COUNTY OF Cook SS

I, the undersigned, a Notary Public
in and for said county and state, do hereby certify that Larry and Catherine Miller (married to each other)
personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before
me this day in person, and acknowledged that t he y signed and delivered the said instrument as their free and voluntary act,
for the uses and purposes herein set forth.

Given under my hand and official seal, this 31 day of July, 1989.



My commission expires: 1-13-93

STATE OF ILLINOIS
COUNTY OF _____ SS

I, _____, a Notary Public
in and for said County, in the State aforesaid, do hereby certify that _____
_____, of _____, and
_____, of said
corporation, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, as such _____
and _____, respectively,
appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and
as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said _____
did also then and there acknowledge that _____ as custodian
of the corporate seal of said corporation affixed the said corporate seal of said corporation to said instruments as _____ own free and voluntary
act, and as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 19____.

Notary Public

My commission Expires: _____

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18. No action for the enforcement of the lien or any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law on the Note.

15. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, whether the Premises shall be then occupied as a homeestead or the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homeestead or not. Mortgagee may be appointed as receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further time when Mortgagee, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment for foreclosure of this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagee or any guarantor of the Note in case of a foreclosure sale and deficiency.

14. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all the items that are mentioned in the immediately preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additonal to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagee or Mortgagee's heirs, legal representatives, successors or assigns, as their rights may appear.

13. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of the court all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraisers' fees, court costs and other costs of prosecution, including all expenses mentioned in this paragraph, when incurred by Mortgagee. All expenditures and expenses shall be estimated by Mortgagee, and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

12. The "Variable Rate Index" for each monthly billing cycle will be the rate of interest, or the rate of interest plus one percentage point, as announced by the Continental Illinois National Bank and Trust Company of Chicago as its Prime Rate in effect on the first day of each month. Any change in the Variable Rate Index from the Continental Illinois National Bank and Trust Company or by calling the Bank.

11. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagee or any other maker of the Note to Mortgagee for payment of any and all amounts due under the Note or this Mortgage, whether heretofore, now owing or hereafter arising or owing, due or payable, howsoever created, arising or evidenced hereunder or under the Note, whether direct or indirect, absolute, or contingent, primary or secondary, joint or several, whether existing or arising, together with attorneys' and paralegals' fees relating to the Mortgagee's lien, remedies and security interests hereunder, including advising the Mortgagee or drafting any documents for the Mortgagee at any time, notwithstanding the fact that such services are provided by the Mortgagee or its attorneys, together with attorneys' and paralegals' fees, costs and expenses made for the payment of taxes, special assessments, or insurance on the property subject to this Mortgage, with interest on such disbursements, and disbursements made by Mortgagee which are authorized hereunder and attorneys' fees, costs and expenses relating to the enforcement or attempted enforcement of the Note and this Mortgage, plus interest as provided herein.

10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagee of an encumbrance of any kind, conveyance, transfer or occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction, in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

9. Upon Default, at the sole option of Mortgagee, the Note and/or any other Liabilities shall immediately become due and payable and Mortgagee shall pay all expenses of Mortgagee including attorneys' and paralegals' fees and expenses incurred in connection with this Mortgage and all other expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage, has the same meaning as defined in the Note and includes the failure of the Mortgagee to completely cure any Cause for Default and to deliver to the Mortgagee written notice of the complete cure of the Cause for Default within seven (7) days after the Mortgagee mails written notice to the Mortgagee that a Cause for Default has occurred and is existing. Default under the Note shall be Default under this Mortgage. The term "Cause for Default" as used in this paragraph means any one or more of the events, conditions or acts defined as a "Cause for Default" in the Note, including but not limited to the failure of Mortgagee to pay the Note or Liabilities in accordance with their terms or failure of Mortgagee to comply with or to perform in accordance with any representation, warranty, term, provision, condition, or grant or agreement contained in the Mortgage, the Note or any instrument, agreement or writing securing any Liabilities.

8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, or validity of such bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy, or claim thereof, Mortgagee may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without inquiry into the accuracy, or claim thereof.

7. Upon Default by Mortgagee hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagee hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrance, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or claim thereon, or claim thereon, or redemption from any tax sale or foreclosure affecting the Premises or assessment, any tax or assessment paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' and paralegals' fees, and any other funds advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be or shall be deemed to be a payment on the part of Mortgagee. In addition, Mortgagee shall not be considered as a waiver of any lien or a partial amount rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee in account of any Default hereunder on the part of Mortgagee.

6. Mortgagee shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagee shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood. If the Premises is located in a flood hazard zone, each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the Note. Mortgagee shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgagee shall deliver all insurance policies, including additonal and renewal policies, to Mortgagee, in case of insurance about to expire, cancellable by the insurance company without at least 30 days' prior written notice to Mortgagee.

5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, this Mortgage or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall effect any subsequence Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagee, and such awards or any part thereof may be applied by Mortgagee, after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagee, to execute and deliver valid acquittances and to appeal from any such award.

3. Upon the request of Mortgagee, Mortgagee shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagee to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgagee shall not, without Mortgagee's prior written consent, permit or accept any preparation, or any other assignment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

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