

UNOFFICIAL COPY

IDENTIFIED
No.
REGISTRATION OF COOK COUNTY
CAROL MOSELEY BRADY
REG.

CAROL MOSELEY BRADY
REGISTRATION OF TITLES
1991 DEC 20 IN NO 23
COOK COUNTY RECORDER

763032

10-20-01

3848710

RESULT OF SEARCH:

RESULT OF SEARCH:

INTENDED GRANTEES OR ASSIGNEES:

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

JAMES K. JAMES
Rhonda R.

DATE OF SEARCH:

1937023

DOCUMENT NO.

11-1-85

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Mortgagor has executed a Revolving Credit Note dated the same date as this Mortgage payable to the order of Mortgage (the "Note") in the principal amount of \$ 30,000.00 (the "Line of Credit"). Interest on the Note shall be calculated on the daily unpaid principal balance of the Note at the per annum rate equal to _____ (1.0 %) percent per annum in excess of the Variable Rate Index. As used in the Note and this Mortgage, "Variable Rate Index" means the rate of interest, or the highest rate if more than one, published in The Wall Street Journal in the "Money Rates" column as the "Prime Rate" on the last business day of each month for the preceding business day. As used in the Note and this Mortgage "business day" means any day other than a Saturday or Sunday or general legal holiday on which The Wall Street Journal is not published. The effective date of any change in the Variable Rate Index will be the first day of the next billing cycle after the date of the change in the Variable Rate Index. The Variable Rate Index may fluctuate under the Note from month to month with or without notice by the Bank to the undersigned. Any change in the Variable Rate Index

NOTE IDENTIFIED

REG TITLE SERVICES #

PT 12-444

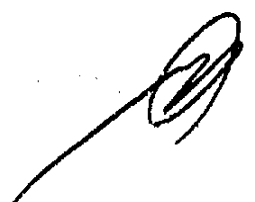
WITNESSETH:

THIS MORTGAGE is dated as of _____ November 18, 1989, and is between _____

 _____, and known as Trust No. _____ * James K. Somers and
 Rhonda K. Somers, his wife
 _____ ("Mortgagor") and the NBD/Arlington
 Reg. Bank, Arlington Heights, Illinois ("Mortgagee").

01484583

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ARLINGTON HEIGHTS BANK
 HOME EQUITY ACCOUNT
 REVOLVING CREDIT MORTGAGE
 Variable Rate

Prepared By NBD/Arlington Heights Bank

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County of COOK and State of Illinois, legally described as follows:

gagor's estate, right, title and interest in the real estate situated, lying and being in the

by these presents CONVEY, WARRANT and MORTGAGE unto Mortgagee, all of Mort-

(defined below), including any and all renewals and extensions of the Note; Mortgagee does

To secure payment of the indebtedness evidenced by the Note and the liabilities

Monthly payments equal to one sixteenth (1/6%) of the principal balance /

outstanding on the Note or \$100.00, whichever is greater.

Monthly payments equal to the accrued interest on the Note. /

payment option selected below:

19 89 and continuing on the same day of each month thereafter in accordance with the

Payments on the Note shall be due and payable beginning on December 25,

*TO BE DELETED WHEN THIS MORTGAGE IS NOT EXECUTED BY A LAND TRUST

interest on the Note will not exceed 18.0%.

balance of the Note at any time, without penalty. The maximum per annum rate of

index. Mortgagee has the right to prepay all or any part of the aggregate unpaid principal

Four (4.0 %) percent per annum in excess of the Variable Rate

whether by acceleration or otherwise, shall be calculated at the per annum rate equal to

the index selected. Interest after Default, (defined below), or maturity of the Note,

Mortgagee will select a comparable interest rate index and will notify the Mortgagee of

discontinues the publication of the "Prime Rate" in the "Money Rates" column, the

past or future principal advances thereunder. In the event "The Wall Street Journal

will be applicable to all the outstanding indebtedness under the Note whether from any

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2025/01/10

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 any advance is made.

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

Premises and a portion of the security for the liabilities. on or in the Premises. The foregoing terms are and shall be deemed a part of the water heaters, whether now on or in the Premises or hereafter erected, installed or placed screens, window shades, storm doors and windows, floor coverings, awnings, stoves and power, refrigeration or ventilation (whether single units or centrally controlled) and all limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, over or under the Premises, and all types and kinds of fixtures, including without tenements, accreditments, appurtenances, gas, oil, minerals, easements located in, on, which is referred to herein as the "Premises", together with all improvements, buildings,

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115 S. WINDSOR, ARLINGTON HEIGHTS
P.T.N. 03-33-100-006

LOT 165 in "STONEGATE", being a subdivision of H. Roy Berry Company's part
Moreland, being a subdivision of that part of the West 1/2 of the Northwest
1/4 of Section 33 and that part of the East 1/2 of the Northwest 1/4 of
Section 32 lying Northeasterly of the Chicago and Northwestern Railroad
Company all in Township 42 North, Range 11, East of the Third Principal
Meridian.

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receipts for such taxes, assessments and charges. To prevent Default hereunder the Premises. Mortgagor shall, upon written request, furnish to Mortgagee duplicate paid charges, sewer service taxes or charges, and other taxes, assessments or charges against taxes, special taxes, special assessments, water taxes or charges, drainage taxes or

2. Mortgagor shall pay, when due and before any penalty attaches, all general writing by Mortgagee (g) refrain from impairing or diminishing the value of the Premises, by law or municipal ordinance, unless such alterations have been previously approved in use of the Premises; (f) make no material alterations in the Premises, except as required all requirements of all laws or municipal ordinances with respect to the Premises and the buildings now or at any time in process of construction upon the Premises; (e) comply with such lien or charge to Mortgagee; (d) complete within a reasonable time any building or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or for this Mortgage, free from any encumbrances, security interests, liens, mechanics' liens destroyed; (b) keep the Premises in good condition and repair, without waste, and, except improvements now or hereafter on the Premises which may become damaged or be 1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or

Further, Mortgagor covenants and agrees as follows:

under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagor does hereby expressly waive and release all rights and benefits

collect, receive and enjoy such avals.

hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may Mortgagor, that until a Default shall occur or an event shall occur, which under the terms only, and not as a limitation or condition hereof and not available to anyone other than acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor receive, demand, sue for and recover the same when due or payable. Mortgagee by future leases of the Premises, together with the right, but not the obligation, to collect,

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Mortgagee.

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

execute and deliver valid acquittances and to appeal from any such award.

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

hereby remains unpaid.

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

or charge becoming delinquent.

assessment or charge which Mortgagee may desire to contest prior to such tax, assessment Mortgagee shall pay in full under protest, in the manner provided by statute, any tax,

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6. Mortgagor 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 name Mortgagee as an "additional insured" and 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 additional and renewal policies, to Mortgagee. In case of insurance about to expire, Mortgagee shall deliver to Mortgagee renewal policies not less than ten days prior to the respective dates of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagee.

7. Upon Default by Mortgagor hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagor 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 encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys 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

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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 so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of Mortgagee.

5. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encumbrances, 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 validity of such bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Upon Default, at the sole option of Mortgagee, the Note and/or any other Liabilities shall become immediately 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 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 ten (10) 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.

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12. 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 foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, appraisers' fees, outlays for documentary and expert evidence, stenographic

of the Note and this Mortgage, plus interest as provided herein. attorneys' fees, costs and expenses relating to the enforcement or attempted enforcement permitted by law, disbursements made by Mortgagee which are authorized hereunder and on the property subject to this Mortgage, with interest on such disbursements, and if and any disbursements made for the payment of taxes, special assessments, or insurance this Mortgage shall not exceed the principal amount of the Note, plus interest thereon, Notwithstanding the foregoing or any provisions of the Note, the liabilities secured by advising the Mortgagee or drafting any documents for the Mortgagee at any time, relating to the Mortgagee's rights, remedies and security interests hereunder, including joint or several, whether existing or arising, together with attorneys' and paralegals' fees under the Note, whether direct or indirect, absolute or contingent, primary or secondary, arising or owing, due or payable, howsoever created, arising or evidenced hereunder or amounts due under the Note or this Mortgage, whether heretofore, now owing or hereafter Mortgagee or any other maker of the Note to Mortgagee for payment of any and all 11. "Liabilities" means any and all liabilities, obligations and indebtedness of

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

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graphers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and lien searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby 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 or paid 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 plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or 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.

13. 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 in connection 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 additional 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

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surplus to Mortgagee or Mortgagee's heirs, legal representatives, successors or assigns, as their rights may appear.

14. 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, without regard to the solvency or insolvency of Mortgagee at 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 homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times 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 foreclosing 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.

15. No action for the enforcement of the lien or of 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 upon the Note.

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20. This Mortgage has been made, executed and delivered to Mortgagee in Arlington Hea, 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

19. In the event the Mortgage is a land trustee, then this Mortgage is executed by the Mortgagee, 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 Mortgagee, 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.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons or parties claiming by, under or through Mortgagee. The word "Mortgagee" 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 Mortgagee 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.

17. Mortgagee agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage, if the Mortgagee renders payment in full of all liabilities secured by this Mortgage.

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

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11/15/2011 10:00 AM

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By: _____

By: _____

Not personally, but as Trustee
under a Trust Agreement dated
_____, 19____, and
known as Trust No. _____

[Signature]
Rhonda K. Somers
[Signature]
Rhonda K. Somers

above,

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

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.

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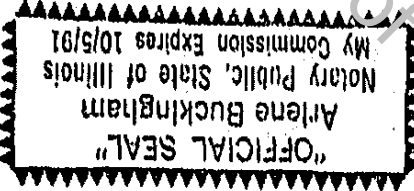
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Order # 10501
EXAMINER # 10501
ISSUANCE NUMBER
NOTARY PUBLIC

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My Commission Expires: 10-5-91

3848710

Arlene Buckingham
Notary Public

19 89

I, Arlene Buckingham, a Notary Public,
in and for said County and State, do hereby certify that James K. Somers and
Rhonda R. Somers, his wife 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 they signed and
delivered the said instrument as his/her free and voluntary act, for the uses and purposes
herein set forth.
Given under my hand and notarial seal this 18th day of November,

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

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1371

IN DUPLICATE

949710

1989 DEC 20 AM 11:15
CAROL ROSELEY BRAUN
REGISTRAR OF TITLES

Address
Shore 719

Deed to
Senior duplicate Trust

Address

Notified

KM

REAL ESTATE INDEX GROUP
1820 Ridge Avenue
Evanston, IL 60201

Order # R12-444

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11/20/89