THIS MORTGAGE is dated as of <u>September 24</u>, 19<u>91</u> and is between I, not personally, but as Trustee under a Trust Agreement of Innova co Trust No.) . "<u>Polores F. Kaminek (Married to Richard, E. Kaminek)," Mortgagor") and the First National Bank of Des</u> Plaines ("Mortgages")

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

Mortgagor has executed a Revolving Credit Note dated the same date as this Mortgage payable to the order of Mortgagee (the "Note"), in the principal amount of TWENTY FIVE THOUSAND AND NO/100 DOLLARS*** (\$25,000,00***) (the "Line of Credit"). Payments of interest on the Note shall be due and payable monthly beginning OCTOBER 16, 1991 and continuing on the same day of each month thereafter, and the entire unpaid balance of principal and interest shall be due and payable TEN (10) years after the date of this Mortgage. Interest on the Note shall accrue daily at the per annum rate adult to the Variable Rate Index (defined below) for each day the unpaid principal balance outstanding exceeds \$50,000.00 Interest on this Note shall accrue daily at the per annum rate of 1% in excess of the Variable Rate Index for each day the unpaid principal balance outstanding is less then or equal to \$50,000.00. The maximum per annum rate of interest on the Note wrill not exceed 19.8%. Mortgagor has the right to prepay all or any part of the aggregate unpaid principal balance of the Note at any time, without negative. 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 Mortgagoe, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of COOK, and State of Illinois, legally described as

Lot Sixteen (16) in Block Sixteen (16) in Waycinden Park, being a Subdivision in the North Half (‡) of Section 24, Township 41 North, Range 11, 844 of the Third Principal Meridian, according to plat registered in th Office of the Registrar of Titles of Cook County, Illinois, on Octuber 18, 1967, as Decument Number 1763126 and re-registered December 10, 1967, as Decument Number 1772965.

which has the common address of

973 Clerk Lane Ges Plaines, Illinois 50015

and the Real Estate Tax index Num Ser(s) 98-24-208-002-0000 and is referred to herein as the "Premises", together with all improvements. Sullings, tenements, hereditements, apruntenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and planters, including without limitation, (if claim foreigning used to supply heat, gas, air condition, water, light, power, refrigeration or ventilation (whether single units or centrum, controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on or in the Premises or hereafter eracted, 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. Non-purchase money security interes in household goods are excluded from the security interest granted herein.

The Note evidences a "revolving credit" at defined in illinois Revised Statutes Chapter 17, Paragraph 6405. The lien of this Mortgage secures payment of any existing indebtedness for future advances made pursuent to the Note, to the same extent as if such future advances were made on the date of the execution of this "untigage, 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 piedge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the fremises, including without limitation, all rents, issues, profits, new more, royalites, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and ell present and future leases of the Fremises, together with the right, but not the obligation, to solitest, receive demand, sue for and recover the lamb when due or payable. Mortgagee by acceptance of this Mortgagee, as a personal covenant applicable to Mortgagor only, and not 6.6 mintation or condition hereof and not available to anyone other than Mortgagor, that until a Default shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Martgagor may collect, receive and enjoy such eveis.

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

Further, Mortgagor covenants and agrees as follows:

- 1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings of 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 11 in; (c) pay when due any indebtedness which may be secured by a lien or tharge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien or charge (or charge (d) complete within a reasonable time any building or buildings now or at any time in a) been of construction upon the Premises, (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the ise of the Premises; (f) make no material elterations in the Premises, except as required by law or municipal ordinance, unless such alters (ons I are been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.
- 2. 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, ever service taxes or charges, and other taxes, assessments or the ges against the Premises Mortgagor shall, upon written request, furnish to Mortgagoe 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.
- 2. Upon the request of Mortgagee, Mortgager shall deliver to Mortgagee all original leases of all or any portion of the Premises, tagether with essignments of such leases from Mortgager to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee; Mortgager shall not, without Mortgagee's prior written content, procure, permit or accept any prepayment, discharge or compromise of any rent or release any tenent from any obligation, at any time while the indebtedness secured hereby remains unpeid.
- 4. Any gwerd of demages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use or hereby transferred, assigned and shall be paid to Mertgages; and such awards or any part thereof may be applied by Mortgages, after the payment of all of Mortgages's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgages is hereby authorised, on behalf and in the name of Mortgager, to execute and deliver valid acquittances and to appeal from any such award.
- 5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgage with respect to the Liabilities, this Mortgage or the Fremises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising, or omitting to exercise, any remedy or right accruing on Default shall impeir any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent 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

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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 Mortgagoe. Mortgagor 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 repering the buildings and improvements on the Premises and, in no event less than the principal amount of the Note. Mortgagor shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagoe. All policies shall be issued by companies satisfactory to Mortgagoe. Fach insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagoe. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Mortgagoe. In case of insurance about to expire, Mortgagor shall deliver to Mortgagoe 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 Mortgagoe.
- 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 menner 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 interest effecting 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 foreiture affecting the Premises or contest any tax or assessment. All money 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 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 activing to Mortgagee an account of any Default hereunder on the part of Mortgagee shall never be considered as a waiver of any right activing to Mortgagee an account of any Default hereunder on the part of Mortgagee.
- 8. If Mortgages makes any payment authorized by this Mortgage relating to taxes, assessments, charges, liens, security interests or encur are need, Mortgages may do so according to any bill, statement or estimate received from the appropriate party claiming such funds without injury 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 Mortgages, the Note and/or any other liabilities shall become immediately due and payable and Mortgager is all just all expenses of Mortgages including attorneys' and paralegals' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgages's rights in the Premises and other costs incurred in connection with the disposition of the Premise. The term "Default" when used in this Mortgage, has the same meaning as defined in the Note and includes the failure of the Mortgages or to coimple with the cause for Default and to delives the Mortgages written notice to the complete cure of the Cause for Default within ten (10,de/s) ofter the Mortgages mails written notice to the Mortgager 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 of acts defined as a "Cause for Default" in the Note, including but not limited to the failure of Mortgagor to comply with or to perform in accordance with any representation, warranty, term, provision. O cition, covenant or agreement contained in this Mortgage, the Note or any Instrument, agreement or writing securing any Liabilities.
- 10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, transfer of or Zuji ancy or possession, contract to sall, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest, or cower of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee
- 11. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagor or any other maker of the Vote to Mortgagoe for payment of any and all amounts due under the Mute or this Mortgago, whether heretofore, now owing or hereafter arising or owing, due or payable, howspever created, arising or evidented hursunder or under the Note, whether direct or indirect, absulute or contingent, primary or secondary, joint or several, whether existing a arising, together with attorneys' and paralegals' fees relating to the Mortgagoe's rights, remedies and security interests hereunder, including advising the Mortgagoe or drafting any documents for the Mortgagoe at any time. Notwithisanding the foregoing or any provisions of the viote, the Liabilities secured by this Mortgago shall not exceed the principal amount of the Note, plus interest thereon, and any disbursements and for the payment of taxes, special assessments, or insurance on the property subject to this Mortgago, with interest on such disbursements, and if permitted by law, disbursements made by Mortgagoe which are authorized hereunder and attorneys' fees, costs and expenses relicor of the enforcement or attempted enforcement of the Note and this Mortgago, plus interest provided herein.
- "Variable flate Index" means the rate of interest, or the hip rest rate if more than one, published in the <u>Well Struct lournal</u> in the "Money Rates" column on the last business day of each month as the "I imme Rate" for the preceding business day. The effective date of any change in the Variable Rate Index will be the first day of the next billing <code>__ct__</code> after the date of the change in the Variable Rate Index will fluctuate under the Note from month to month with <code>ct__</code> without notice by the Bank to the undersigned Any change in the Variable Rate Index will be applicable to all the outstanding indebtednish under the Note whether from any past or future principal advances thereunder.
- When the indebtedness secured hereby shall become due whether by accide vision or atherwise. Mortgages shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, it there shall be allowed and included as additional indebtedness in the judgment or foreclosure all expenditures and expenses which may be mail or incurred by or on behalf of Mortgages for attorneys' and peralegals' fees, appraisers' fees, outlays for documentary and expert evid ince, stanographers' chalges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance princies, Torrens certificates, tax and lien searches and similar data and assurances with respect to title as Mortgagee may deem to be reasone/by secessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be extended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraphs, 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 expenditure and expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bank interest paragraph shall also apply to any expenditure, and expenses incurred or proceedings, to which Mortgagee shall be a party, either as plaintiff, claiment 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 instruments which secures the Note after Default, whether or not actually commenced or she preparation for the security hereof, whether or not actually commenced.
- 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 pergraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by the 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 Liebilities (first to interest and then to principal); fourth, any surplus to Mortgager or Mortgager's heirs, legal representatives, successors or assigns, as their rights may appear.

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- 15. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is fried 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 Mortgagor 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. Mortgagoe 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 Mortgagor, 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 filled may from time to time authorize the receiver to apply the net income in their receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgago, of any tax, special assetiment or other lien or encumbrance which may be or become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the Note in case of a fureclosure sale and deficiency.
- 16. 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.
- 17. Mortgages shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- 18. Mortgages agrees to release the lien of this Mortgage and pay all expanses, 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. Upon request by Mortgagee, Mortgagor covenants and agrees to deposit at the place as Mortgagee may, from time to time, in writing appoint and, in the absence of appointment then at the office of Mortgagee commencing with the first interest payment pursuant to the Not's societal heteby, and on the day both and every interest payment date thereafter until the indebtedness secured by this Mortgage is fully rail, is sum equal to 1/12th of the last total annual taxes and assessments for the last ascertainable year exclude the buildings or improvements or any part thereof, now constructed or to be constructed on the Premises, then the amount of the deposits to be paid pursuant to this paragraph shall by by led upon the reasonable estimate of Mortgagee as to the amount of taxes and assessments which shall be levied or assessed. Mortgagor furtiver covenants and agrees that, upon request by Mortgagee, Mortgagor will also deposit with Mortgagee an amount as determined by Mortgagee as the case may be, for taxes and assessments with respect to the Premises for the period commencing on the date such taxes and assessments were last paid to and including the date of the first total assessment deposit hereinabove mentioned. The deposits are to be held in trust without allowance of interest and as of the first total and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any of the taxes or assessments (general or special) for any year when the same shall become due and payable. Fortgagor shall, within ten days after receipt of a notice and demand from Mortgagee deposit the additional funds as may be necessary to pay such taxes and assessments (general and special) for any year. Any excess shall be applied to subsequent deposits for taxes and assessments (general and special) for any year.
- Upon request by Mortge jee, concurrent with and in addition to the deposits for general and special caxes and assessments pursuant to the terms of Paragraph 11 of this Mortgage, Mortgager will deposit with Mortgagee a sum equal to the premiums that will next become due and payable on any insurance primes required hereunder, less all sums already paid therefor, divided by the number of months to elapse before one month prior to the dute when the insurance premiums will become due and payable. All sums deposited hereunder shall be held in trust without interest for the pripo per paying the insurance premiums.
- 21. This Mortgage and all provisions here of, 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 hable 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 hereby orders. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. They are "Mortgagee" includes the successors and assigns of Mortgagee
- In the event the Mortgagor is a land trustee, the this Mortgage is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and verted 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 colleteral or guaranty from time to time securing payment hereof; no pursunal 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.
- 23. This Mortgage has been made, executed and delivered to Mongague in Des Plaines, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mongage 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 retermined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without the remainder of such provisions or this Mortgage.

WITNESS the hands and seals of Mortgagor the day and year set forth above.

Salou F. Tomaki

This Mortgage was propared by:

Boss K. Poulos, Assistant Vice President THE PIRST NATIONAL BANK OF DES PLAINES 701 Lee Street Dos Plaines, N. 60016

> BARBARA DCARAMUSA NOTAR RUBLICESTATE OF ILLINOIS MY CONSISSIONED PIRES 2/25/94

is 26th day of Septemb Bailara & Caramie

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STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, here do hereby certify that <u>Dolores F. Kaminski</u> <u>PND Richard E. Kaminski</u> husband personally known to me to be the same person whose name is/are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of September, 1991.

NOTARY PUBLIC

County Clarks Office

My Commission Expires: ___

99 OCT 15 M 9 55

CARDL MOSELEY BRAUN REGISTRAR OF TITLES ,003**0**17

accept

701 LET STREET, SUITE 600
DES PLAINES, ILLINOIS 60016