UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Banco Popular North America Cicero Avenue 4801 W. Fullerton Avenue Chicago, IL 60639

WHEN RECORDED MAIL TO:

Banco Popular North America - Cicero Avenue 4801 W. Fullerton Avenue Chicago, IL 60639 0010881302

7796/0068 52 001 Page 1 of 9
2001-09-21 09:57:39
Cook County Recorder 37.50

0010881302

SEND TAX NOTICES TO:

Banco Popular North America Cicero Avenue 4801 W. Fullerton Avenue Chicago, IL 60639

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

#3204000-0201 (BOX22)

MORTCAGE

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, except \$700,000.00.

THIS MORTGAGE dated August 3, 2001, is made and executed betweer. Fifth Third Bank, not personally but as Trustee on behalf of Fifth Third Bank (Chicago) as Successor Trustee to Old Kent Bank as Successor Trustee to Pinnacle Bank as Trustee under trust agreement dated 12.7.4-93 a/k/a Trust #10816, whose address is 640 Pasquinelli Drive, Westmont, IL 60559 (referred to below as "Grantor") and Banco Popular North America, whose address is 4801 W. Fullerton Avenue, Chicago, IL 60539 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor not personally but as Fustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated December 24, 1993 and known as Fifth Third Bank (Chicago) as Successor Trustee to Old Ker (Eank as Successor Trustee to Pinnacle Bank as Trustee under trust agreement dated 12-24-93 a/k/a Trust #1)216, mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Cook County, State of Illinois:

See See attached Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 3418 N. Knox Ave., Chicago, IL 60641. The Real Property tax identification number is 13-22-309-039 thru 055.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and

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MORTGAGE (Continued)

Loan No: 0201

Page 2

liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

REVOLVING LINE OF CREDIT. Specifically, without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Borrower under the Note, but also any future amounts which Lender may advance to Borrower under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note and Related Documents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfe, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property, whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding that to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurace clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of sixty (60) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as

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Loan No: 0201 (Continued) Page 3

otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$200.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property.

TAX AND INSURANCE RESERVES. Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be incufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other c'arges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any lial-lility for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance pre niums, assessments and other charges, Grantor shall pay the difference as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to vithdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default as described below.

FULL PERFORMANCE. If Borrower pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will ray, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

Default in Favor of Third Parties. Should Borrower or any Grantor default in der any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property of Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any related document.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time

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MORTGAGE (Continued)

Loan No: 0201

Page 4

for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Mortgage will be governed by, construed and enforced in accordance with federal law and the laws of the State of Illinois. This Mortgage has been accepted by Lender in the State of Illinois.

CHOICE OF VENUE If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Mortgage.

WAIVE JURY. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

WAIVER OF HOMESTEAD EXEMPTION. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HIREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

Definitions. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

BORROWER. The word "Borrower" means any and all persons and entities signing the Note.

EVENT OF DEFAULT. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

GRANTOR. The word "Grantor" means Fifth Third Bank, not personally but as Trustee under that certain Trust—Agreement dated December 24, 1993 and known as trust number 10816. The Grantor is the mortgager under this Mortgage.

GUARANTOR. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

GUARANTY. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

INDEBTEDNESS. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

LENDER. The word "Lender" means Banco Popular North America, its successors and assigns.

MORTGAGE. The word "Mortgage" means this Mortgage between Grantor and Lender.

Loan No: 0201

(Continued)

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NOTE. The word "Note" means the promissory note dated August 3, 2001, in the original principal amount of \$350,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 6.750% per annum. Payments on the Note are to be made in accordance with the following payment schedule: in one payment of all outstanding principal plus all accrued unpaid interest on January 3, 2002. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning September 3, 2001, with all subsequent interest payments to be due on the same day of each month after that. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law.

PERSONAL PROPERTY. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or bereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions; parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

PROPERTY. The word "Property" means echectively the Real Property and the Personal Property.

REAL PROPERTY. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

TRUSTEE. The word "Trustee" means Fifth Third Bark, whose address is 640 Pasquinelli Drive, Westmont, IL 60559, and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

FIFTH THIRD BANK (CHICAGO) AS SUCCESSOR TRUSTEE TO OLD KENT BANK AS SUCCESSOR TRUSTEE TO PINNACLE BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED 12-24-93 A/K/A TRUST #10816

By:

Fifth Third Bank , Trustee of Fifth Third Bank (Chicago) as Successor Trustee to Old Kent Bank as Successor Trustee to Pinnacle Bank as Trustee under trust agreement dated 12-24-93 a/k/a Trust #10816

PLEASE SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF:

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MORTGAGE (Continued)

Loan No: 0201

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TRUST AC	CKNOWLEDGMENT
STATE OF)
) SS
COUNTY OF	
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trust.	age and in fact executed the Mortgage on behalf of the
Ву	Residing at
Notary Public in and for the State of	
My commission expires	County
LASER PRO Lending, Ver. 5.17.01.05 Copt. Harland Financial Solutions, Inc. 1997, 20	201. All Rights Reserved II. c:\GSS:\CFIV. L\G03.FC TR-760 PR-12
	301. All Rights Reserved IL c:\GSS\CF\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\

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Successor to Pinnacle Bank THIS DOCUMENT is executed by Fifth Third Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Fifth Third Bank, hereby warrants that is possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said Fifth Third Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived, by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Fifth Third Bank personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and it said note provided or by action to enforce the personal liability of Successor to Pinnacle Bank the guarantor, if any

IN WITNESS WHEREOF, Fifth Third Bank, not personally but as Trustee as aforesaid, has caused this document to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first

above written.

Successor to Pinnacle Bank FIFTH THIRD BANK, As Trustee under Trust No. 10816 and not

personally,

BY

Vice President

ATTEST

Assistant Secretary

STATE OF ILLINOIS)
COUNTY OF

I, the undersigned, a Notary Public in and for said County, In the State Aforesaid, DO HEREBY CERTIFY, that

John W. Pindiak

Vice President of FIFTH THIRD BANK, and

Nancy
Fudala Assistant Secretary of said Bank, who are personally known to me to be the same persons whose Names are subscribed to the foregoing instrument As such Vice President and Assistant Secretary, respectively, appeared before Me this day in person and acknowledged that they signed and delivered the Said instrument as their own free and voluntary act and as the free and Voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes Therein set forth; and the said Asst. Secretary then and there acknowledged That said Asst. Secretary, as custodian of the corporate seal of said Bank, did Affix the corporate seal of said Bank, to said instrument as said Asst. Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth

Given under my hand and Notarial Seal this 8th day

August 200 1

Notary Public

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MARKETT "A"

Common Address:

3418-3430 M. Knox Chicago, Il. 606

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Legal Description:

PARCEL 1:
LOTS 1 AND 2 IN BLOCK 1 AND ALL OF THE VACATED STREET LYING
GENEER AND ADJOINING LOT 24 IN BLOCK 2 AND LOT 1 IN BLOCK 3 IN
GENEER AND ADJOINING LOT 24 IN BLOCK 2 AND LOT 1 IN BLOCK 3 IN
E. J. DRITH'S ADDITION TO INVING PARK, A SUBDIVISION IN THE MORTH
1/2 OF THE EAST 40 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF
SECTION 22, TOWNSHIP 40 MORTH, MANGE 13 EAST OF THE THIRD
PRINCIPAL BERIDIAM, EXCEPT THE EAST 5 ACRES THEREOF RECORDED JULY
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14ACE OF A RRICK BULLDING AND RUNNING THENCE NORTH PARALLEL WITH
15 1.75 FEET HORTH FROM THE SAID SOUTH LINE OF EAST BUILDING WHICH
16 3.75 FEET HORTH FROM THE SAID SOUTH LINE OF LOT 2; THENCE
18 2.75 FEET HORTH FROM THE SAID SOUTH LINE OF LOT 2; THENCE SOUTH
18 AND BUILDING WHICH IS 0.22 FEET TO ANOTHER CONSER OF SAID BUILDING AN
18 SAID BUILDING WHICH IS 0.22 FEET TO ANOTHER CONSER OF SAID BUILDING WHICH
18 0.26 FEET HORTH FROM SAID SOUTH LINE OF LOT 2; THENCE SOUTH
18 DARALLEL WITH SAID WEST LINE OF LOT 2 AND ALONG THE EAST PACE OF
18 SAID BUILDING, A DISTANCE OF 0.26 FEET TO SAID BUILDING WHICH
18 0.26 FEET HORTH FROM SAID SOUTH LINE OF LOT 2 A DISTANCE OF
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PARCEL 2:
LOT 18 (EXCEPT THE HORTH 3 FEET THEREOF) AND ALL OF LOTS 19 AND
20 (EXCEPT THE SOUTH 3 FEET THEREOF) IN BLOCK I IN 1. SHITE'S
ADDITION TO INVING PARK IN THE WORTH 1/2 OF THE PAST 40 ACRES OF
THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23. TOWNSHIP 40
RORTH, RANGE 12 PAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK
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PARCEL 3:
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BLOCK 2 OF E, L. SMITH'S ADDITION TO INVINC PARE IN THE MORTH 1/2
OF THE RAST 40 ACRES OF THE MEST 1/2 OF THE SOUTHWEST 1/4 OF
SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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