



This document was prepared by:  
D. Barber, Loan Officer...  
First Community Bank and  
PO Box 457 Trust  
Beecher, IL 60401

When recorded, please return to:  
First Community Bank and  
P.O. Box 457 Trust  
Beecher, IL 60401



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State of Illinois Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is February 18, 2000 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

FIRST COMMUNITY BANK AND TRUST, an Illinois Banking Corporation, not individually, but solely as Trustee pursuant to a Trust Agreement dated February 18, 1998, and known as Trust No. 98-0033,

LENDER:

FIRST COMMUNITY BANK AND TRUST  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ILLINOIS  
660 PENFIELD ST. PO BOX 457  
BEECHER, IL 60401

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:

\*\* SEE ATTACHED LEGAL DESCRIPTIONS \*\*

The property is located in Cook (County) at see attached addresses, Illinois (Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

Mortgagors owe Lender the principal sum of \$160,000.00 as evidenced by Mortgagors' note dated the same date as this mortgage, which provides for monthly interest payments, with the full debt, if not paid sooner, due and payable on February 18, 2003.

Handwritten initials/signature

INTERCOUNTY TITLE

Handwritten initials

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagee notice at the time of or before an inspection specifying a reasonable purpose for

Property. Lender will notify Lender of all demands, proceedings, claims and actions against Mortgagee, and of any loss or damage to the Property. Lender will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagee will not permit any change in the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagee will and make all repairs that are reasonably necessary. Mortgagee shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagee will keep the Property free of noxious weeds and grasses. Mortgagee agrees that Mortgagee will keep the Property in good condition. **8. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagee will keep the Property in good condition

Instrument is released. covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale **7. DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be

materials to maintain or improve the Property. Lender, as requested by Lender, any rights, claims or defenses Mortgagee may have against parties who supply labor or title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagee agrees to assign copies of all notices that such amounts are due and the receipts evidencing Mortgagee's payment. Mortgagee will defend rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagee to provide to Lender **6. CLAIMS AGAINST TITLE.** Mortgagee will pay all taxes, assessments, liens, encumbrances, lease payments, ground

secured by the lien document without Lender's prior written consent. **C.** Not to allow any modification or extension of, nor to request any future advances under any note or agreement **B.** To promptly deliver to Lender any notices that Mortgagee receives from the holder. **A.** To make all payments when due and to perform or comply with all covenants.

document that created a prior security interest or encumbrance on the Property, Mortgagee agrees: **5. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien **4. PAYMENTS.** Mortgagee agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission. **D.** All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**C.** All obligations Mortgagee owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagee and Lender. **B.** All future advances from Lender to Mortgagee or other future obligations of Mortgagee to Lender under any

after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagee agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagee, or any one or more Mortgagee and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

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the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

9. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

10. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, sells, conveys and warrants to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective after default between the parties to this Security Instrument and effective as to third parties on the recording of the Security Instrument, and this assignment will remain effective during any period of redemption by the Mortgagor until the Secured Debt is satisfied. Mortgagor agrees that Lender may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Mortgagor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

11. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

12. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

13. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Mortgage shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum

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17. INSURANCE. Mortgagee shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagee subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagee fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

16. CONDEMNATION. Mortgagee will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagee authorizes Lender to intervene in Mortgagee's name in any of the above described actions or claims. Mortgagee assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

D. Mortgagee shall immediately notify Lender in writing as soon as Mortgagee has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

C. Mortgagee shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagee shall take all necessary remedial action in accordance with any Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagee and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

15. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. 9601 et seq., and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

14. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagee agrees to pay all of Lender's expenses if Mortgagee breaches any covenant in this Security Instrument. Mortgagee will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagee agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released.

in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagee's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- 18. ESCROW FOR TAXES AND INSURANCE.** If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.
- 19. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
- 20. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 21. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 22. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 23. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

ACKNOWLEDGEMENT ATTACHED

ACKNOWLEDGMENT: STATE OF ILLINOIS, COUNTY OF \_\_\_\_\_, day of \_\_\_\_\_, 19\_\_\_\_. This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. My commission expires: \_\_\_\_\_ (Seal) (Notary Public)

BY: \_\_\_\_\_ (Signature) Land Trust Officer 2/18/00 (Date)
\_\_\_\_\_ (Signature) Vice President 1/18/00 (Date)
FIRST COMMUNITY BANK AND TRUST, not individually but solely as Trustee aforesaid.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.
If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

- Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
Condominium Rider
Planned Unit Development Rider
Other
Additional Terms. Mortgage Exoneration Riders and 1-4 Family Rider and Assignment of Rents Exoneration Rider

24. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 160,000.00. This limitation of amount does not include interest, attorneys fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
25. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

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## 1-4 FAMILY RIDER

### Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 18th day of February, 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST COMMUNITY BANK AND TRUST, organized and existing under the laws of the state of Illinois (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: Various addresses as described in Mortgage dtd February 18, 2000. (Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** If the Property is a 2- to 4-family property, such as a duplex, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or

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*[Handwritten signature]*

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Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agent upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agent shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agent or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the adequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph. Lender, or Lender's agent or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agent or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

FIRST COMMUNITY BANK AND TRUST, not individually but solely as Trustee

X aforesaid.  
 (Seal) Borrower  
 BY: *[Signature]*  
 Land Trust Officer  
 (Seal) Borrower

BY: *[Signature]*  
 Vice President

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TAX PIN #25-33-311-078

COMMON ADDRESS: 13622 WALLACE, RIVERDALE, IL

PARCEL 3: THE NORTH 25 FEET OF THE SOUTH 110 FEET OF LOT 9 IN BLOCK 1 IN PACESETTER GARDENS HARRY M. QUINN MEMORIAL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 33, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

TAX PIN #32-25-206-017

COMMON ADDRESS: 2118 - 217<sup>TH</sup> STREET, SAUK VILLAGE, IL

PARCEL 2: LOT 33 IN BLOCK 9 IN SOUTHDALE SUBDIVISION UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF SAUK TRAIL ROAD, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 17025805, IN COOK COUNTY, ILLINOIS.

TAX PIN #32-25-407-050

COMMON ADDRESS: 21149 NAVAHO AVENUE, SAUK VILLAGE, IL

PARCEL 1: LOT 120 IN INDIAN HILL SUBDIVISION UNIT NUMBER 6, BEING A RESUBDIVISION OF LOTS 879 TO 911 BOTH INCLUSIVE AND LOTS 920 TO 985 BOTH INCLUSIVE IN INDIAN HILL SUBDIVISION UNIT NUMBER 5, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1962, AS DOCUMENT NUMBER 18556246, IN COOK COUNTY, ILLINOIS.

**\*\*THIS LEGAL DESCRIPTION IS HEREBY ATTACHED TO AND MADE PART OF MORTGAGE DATED FEBRUARY 18, 2000, EXECUTED BY FIRST COMMUNITY BANK AND TRUST, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE PURSUANT TO TRUST AGREEMENT DATED FEBRUARY 18, 1998, TRUST NO. 98-0033\*\***

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**PARCEL 4:** LOT 5 (EXCEPT THE SOUTH 85 FEET THEREOF) IN BLOCK 4 IN PACESETTER GARDENS HARRY M. QUINN MEMORIAL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 33, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 13647 NORMAL, RIVERDALE, IL  
TAX PIN #25-33-314-060

**PARCEL 5:** LOT 402 IN INDIAN HILL SUBDIVISION UNIT NO. 2, IN SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 29, 1957 AS DOCUMENT 16999094 IN BOOK 500 OF PLATS PAGES 4 AND 5, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 1802 - 221ST STREET, SAUK VILLAGE, IL  
TAX PIN #32-25-309-009

**PARCEL 6:** LOT 876 IN INDIAN HILL SUBDIVISION UNIT NO. 5, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1961 AS DOCUMENT NUMBER 18143489, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2511 - 223<sup>RD</sup> STREET, SAUK VILLAGE, IL  
TAX PIN #32-25-415-027

**PARCEL 7:** LOT 22 IN BLOCK 7 IN SOUTHDALE SUBDIVISION, UNIT NUMBER 1, BEING A SUBDIVISION OF PART OF SECTION 25 TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2024 - 218<sup>TH</sup> STREET, SAUK VILLAGE, IL  
TAX PIN #32-25-208-006

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Property of Cook County Clerk's Office



This instrument prepared by:  
J. O'Grady, V.P.  
First Community Bank and Trust  
P. O. Box 457  
Beecher, IL 60401

Mail this recorded instrument to:  
First Community Bank and Trust  
P. O. Box 457  
Beecher, IL 60401

OFFICIAL SEAL  
DONNA M BARKER  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. APR. 8, 2003

Donna M. Barker  
Notary Public

Given under my hand and notarial this 18th day of February, 2000, 7:58

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Phillip L. Bransky Trust Officer of First Community Bank and Trust, an Illinois Banking Corporation and Jeanette L. O'Grady, Vice President of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Vice President 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 Corporation, for the uses and purposes therein set forth; and the said Land Trust Officer did also then and there acknowledge that he/she, as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS  
County of Will SS

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# UNOFFICIAL COPY

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This MORTGAGE is executed by First Community Bank and Trust, 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 First Community Bank and Trust, hereby warrants that it 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 Trustee or on said First Community Bank and Trust 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, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said First Community Bank and Trust 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 in said Note provided or by action to enforce the personal liability of the guarantor, if any.

## MORTGAGE EXONERATION RIDER

THIS ATTACHMENT IS HEREBY MADE A PART OF THE  
MORTGAGE DATED February 18, 2000 AND EXECUTED  
BY FIRST COMMUNITY BANK AND TRUST, AS TRUSTEE UTA  
DATED February 18, 1998 AND KNOWN AS TRUST NO. 98-0033

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Trustee has affixed its exculpatory clause limiting the Trustee's liability under this document, and acceptance of this document by the party for whose benefit this instrument is being executed shall be deemed acceptance of the terms, conditions, and provisions of this exculpatory provision.

It is expressly understood and agreed that nothing herein shall be construed as creating any liability on the undersigned personally or to perform any covenants either expressed or implied herein. All such liability, if any, is hereby expressly waived by the party for whose benefit this instrument is being executed and by every person now or hereafter claiming any right or security hereunder. By acceptance of this instrument, the party for whose benefit this instrument is being executed agrees to look solely to the premises hereby conveyed for the payoff thereof, by the enforcement of the lien hereby created, in the manner herein provided or by action to enforce the personal liability of the guarantor, if any, and not to the Trustee personally, for any liability and obligation created hereby.

This document is executed by the Trustee not personally, but solely as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and the undersigned hereby represents that, to the best of its knowledge, it possesses full power and authority to execute this instrument. Further, this document has been executed solely upon the direction of the beneficiaries of this Trust who have the power to make such direction.

First Community Bank and Trust, as Trustee under the aforesated Trust Agreement, has, to the best of its knowledge, no independent knowledge and has not conducted and will not conduct any investigation as to any environmental issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications, or warranties made, granted, extended, or asserted whether expressly made or implied by any document to which this exculpation and the Trustee's signature are attached regardless of whether said issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications, or warranties are contained herein or formed a part of the consideration or inducement for the execution of this document to or for the party for whose benefit this instrument is being executed. Further, said Trustee hereby represents that, to the best of its knowledge, it does not now have, nor has it ever had, any use, possession, management, or control rights or responsibilities with regard to the real property to which title is held by this Land Trust.

ENVIRONMENTAL EXONERATION RIDER

THIS ATTACHMENT IS HEREBY MADE A PART OF THE MORTGAGE DATED FEBRUARY 18, 2000 AND EXECUTED BY FIRST COMMUNITY BANK AND TRUST AS TRUSTEE UTA DATED FEBRUARY 18, 1998 AND KNOWN AS TRUST NO. 98-0033

# UNOFFICIAL COPY

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Property of Cook County

THIS ASSIGNMENT OF RENTS IS EXECUTED BY FIRST COMMUNITY BANK AND TRUST, 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 it is expressly understood and agreed that nothing herein or in said mortgage or in said note contained shall be construed as creating any liability on the said First Community Bank and Trust personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any agreement or covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as First Community Bank and Trust personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the premises hereby conveyed and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said mortgage and note provided.

## ASSIGNMENT OF RENTS EXONERATION RIDER

THIS ATTACHMENT IS HEREBY MADE A PART OF THE ASSIGNMENT OF RENTS DATED February 18, 2000 AND EXECUTED BY FIRST COMMUNITY BANK AND TRUST AS TRUSTEE UTA DATED February 18, 1998 AND KNOWN AS TRUST NO. 98-0033

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