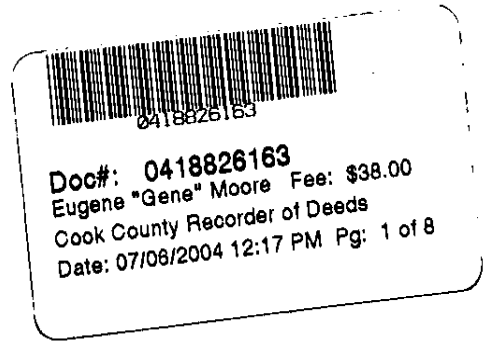


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THIS INSTRUMENT WAS PREPARED BY
AND UPON RECORDATION RETURN TO:

Joseph de La Van
134 N. LaSalle Street #600
Chicago, Illinois 60602

(Space Above For Recorder's Use)

RUSSELL M. ALLEN and KATHLEEN A. GRIEBLE , as Borrower

to

BARBARA and JOSEPH de LA VAN, as Lender

**SECOND MORTGAGE AND
SECURITY AGREEMENT**

Dated:

June 21, 2004

Property Address:

397 Addison Road, Riverside,
Illinois 60546-2038

Tax Parcel:

15-36-206-013-0000

ATGF, INC.

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DEDE

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THIS SECOND MORTGAGE AND SECURITY AGREEMENT (this "Security Instrument") is made as of June ____, 2004 by RUSSELL M. ALLEN and KATHLEEN A. GRIEBLE of 397 ADDISON ROAD, RIVERSIDE, ILLINOIS 60546-2038 ("Borrower"), to BARBARA and JOSEPH de LA VAN of 512 PRINCETON ROAD, Hinsdale, Illinois 60521 ("Lender").

WITNESSETH:

WHEREAS, Borrower has borrowed funds from Du Page National Bank (the "Bank Loan") of 101 Chestnut Street, Illinois 60521 ("Bank") pursuant to a note of even date herewith and has provided to Du Page National Bank a first mortgage (the "Bank Mortgage") on all property covered by this Security Instrument;

WHEREAS, Borrower has requested that Lender make a loan to Borrower in the aggregate principal amount of Five Hundred Seventy-Eight Thousand and 00/100 Dollars (\$578,000.00) (the "Loan") and Lender has made the Loan and Borrower has delivered to Lender its Promissory Note of even date herewith in the amount of the Loan (the "Note") in evidence of the Loan, the principal amount thereof to be payable in accordance with the terms and conditions provided in the Note;

WHEREAS, the Note is due and payable on the third annual anniversary date of Note if not sooner in accordance with the terms and conditions thereof; and

WHEREAS, Borrower desires to secure the payment of the Debt (as hereinafter defined) and the performance of all of the Obligations (as hereinafter defined).

NOW THEREFORE, in consideration of the making of the Loan and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Borrower hereby agrees, covenants, represents and warrants with and to Lender as follows:

Article 1 - GRANTS OF SECURITY

SECTION 1.1 PROPERTY MORTGAGED. Subject to the first lien and rights of Du Page National Bank under the Bank Mortgage, Borrower does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Lender, and grant a security interest to Lender in, with power of sale, all of Borrower's right, title and interest in and to the following property, rights, interests and estates now owned or hereafter acquired by Borrower, whether now existing or hereafter created as legally described in Exhibit A attached hereto and made a part hereof (the "Property").

CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Lender, and the successors and assigns of Lender, WITH POWER OF SALE, forever;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Borrower shall well and truly pay to Lender the Debt at the time and in the manner provided in the Note and this Security Instrument, shall well and truly perform the other Obligations as set

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forth in this Security Instrument and shall well and truly abide by and comply with each and every covenant and condition set forth herein, in the Note and in the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void.

Article 2 - DEBT AND OBLIGATIONS SECURED

Section 2.1 DEBT. This Security Instrument and the grants, assignments and transfers made herein are given for the purpose of securing the following, in such order of priority as Lender may determine in its sole discretion (the "Debt"):

- (a) the payment of the indebtedness evidenced by the Note;
- (b) the payment of all sums advanced to protect and preserve the Property and the lien and security interests created hereby.

Section 2.2 OBLIGATIONS. This Security Instrument and the grants, assignments and transfers made herein are also given for the purpose of securing the performance of all other obligations of Borrower contained herein and in the Note (all of such obligations, together with Borrower's obligations for the payment of the Debt, collectively, the "Obligations").

Article 3 - BORROWER COVENANTS

Borrower covenants and agrees that:

Section 3.1 PAYMENT OF DEBT. Borrower will pay the Debt at the time and in the manner provided in the Note.

Section 3.2 INSURANCE.

(a) Borrower shall obtain and maintain, or cause to be maintained, insurance for Borrower and the Property providing coverage acceptable to Lender.

(b) All insurance policies required hereunder (each, a "Policy" and collectively, the "Policies") shall have a term of not less than one year and shall be in the form and amount and with deductibles as, from time to time, shall be reasonably acceptable to Lender.

(c) All Policies shall name Lender as an insured or additional insured, shall provide for loss payable to Lender and Borrower as their interests may appear.

(d) With respect to Policies which require payment of premiums annually, not less than ten (10) days prior to the expiration dates of such Policies, Borrower shall pay such amount, except to the extent Lender is reserving sums therefor pursuant to the Loan Documents.

(e) If Borrower fails to maintain and deliver to Lender the original Policies, or other acceptable evidence of insurance, required by this Security Instrument, Lender may, at its option, procure such insurance and Borrower shall pay or, as the case may be, reimburse Lender for, all premiums thereon promptly, upon demand by Lender, with interest thereon at the Default

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Rate (as hereinafter defined) from the date paid by Lender to the date of repayment and such sum shall constitute a part of the Obligations secured by this Security Instrument.

Section 3.3 REAL ESTATE TAXES. Borrower shall pay in a timely manner all real estate taxes due in connection with the Property at least one month prior to the delinquency date thereof and shall furnish to Lender proof of said payment.

Section 3.4 BANK LOAN. Borrower shall at all times remain current in its obligations under the Bank Loan and Mortgage and will not create any events of default or defaults under the Bank loan documents.

SECTION 3.5. MAINTENANCE OF PROPERTY. Borrower shall cause the Property to be maintained in a good and safe condition and repair and shall not commit or suffer any waste of the Property or do or permit to be done thereon anything that may in any way impair the value of the Property or the security of this Security Instrument.

Article 4 - DUE ON TRANSFER/ENCUMBRANCE

Excepting the Bank Loan, Borrower agrees that Borrower shall not, without full payment of all amounts owed under the Note and this Mortgage, sell, convey, mortgage, grant, bargain, encumber, pledge, assign, or otherwise transfer the Property or any part thereof or permit the Property or any part thereof to be sold, conveyed, mortgaged, granted, bargained, encumbered, pledged, assigned, or otherwise transferred.

Article 5 - DEFAULT

Section 5.1 EVENTS OF DEFAULT. The occurrence of any one or more of the following events shall constitute an "Event of Default":

- (a) if any portion of the Debt is not paid prior to the fifth (5th) day after the same is due, if not cured by Borrower after five (5) days of written notice from Lender, or if the entire Debt is not paid on or before the Maturity Date;
- (b) if any of real estate tax is not paid at least ten (10) days prior to the date upon which any fine, penalty, interest or cost for nonpayment is imposed;
- (c) if the Policies are not kept in full force and effect, or if the Policies are not delivered to Lender within thirty (30) days of Lender's written request;
- (d) if the Borrower is in default under the Bank Loan or Bank Mortgage; and
- (e) if any lien is filed against Borrower and same is not discharged of record within thirty (30) days after same is filed.
- (f) If Borrower violates the provision of Article 4.

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Article 6 - RIGHTS AND REMEDIES

Section 6.1 REMEDIES. Upon the occurrence of any Event of Default, Borrower agrees that Lender may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, without limitation, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender:

- (a) declare the entire unpaid Debt to be immediately due and payable;
- (b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Security Instrument under any applicable provision of law in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;
- (c) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Note; and
- (d) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Security Instrument;
- (e) apply any sums then deposited in the Reserve Fund if any, in its sole discretion; or
- (f) pursue such other remedies as Lender may have under Applicable Law.

In the event of a sale, by foreclosure, power of sale, or otherwise, of less than all of the Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority. Notwithstanding the provisions of this Section to the contrary, if any Event of Default shall occur, the entire unpaid Debt shall be automatically due and payable, without any further notice, demand or other action by Lender.

Section 6.2 RIGHT OF ENTRY. Lender and its agents shall have the right to enter and inspect the Property at all reasonable times and, except during an emergency or following the occurrence and during the continuance of an Event of Default, upon reasonable advance notice (which may, for such purpose alone, be given orally).

Article 7 - MISCELLANEOUS PROVISIONS

Section 7.1 ATTORNEY'S FEES FOR ENFORCEMENT. Borrower shall pay to Lender on demand any and all expenses, including legal expenses and attorneys' fees, incurred or paid by Lender in protecting its interest in the Property, in collecting any amount payable hereunder or in enforcing its rights hereunder with respect to the Property, whether or not any legal proceeding is commenced hereunder or under any other Loan Document, together with interest thereon at the Default Rate from the date paid or incurred by Lender until such expenses are paid by Borrower.

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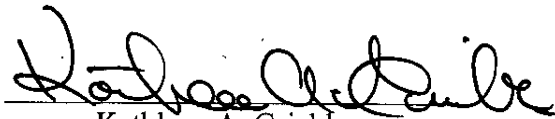
Section 7.2 TRANSFER OF LOAN. Lender may, at any time, sell, transfer or assign the Loan. Borrower agrees to cooperate with Lender in connection with any transfer made as may be reasonably requested by Lender.

Section 7.3 ENTIRE AGREEMENT. Such instrument, together with the other applicable Loan Documents, constitutes the entire agreement of the parties thereto with respect to the subject matter thereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter.

Section 7.4 GOVERNING LAW. SUCH INSTRUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS.

WITNESS WHEREOF THIS SECURITY INSTRUMENT has been executed by Borrower as of the day and year first above written.


Russell M. Allen

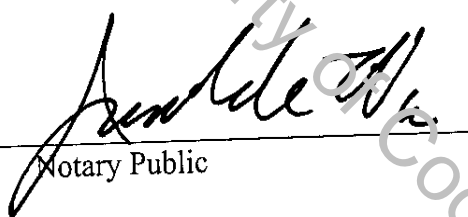

Kathleen A. Griebel

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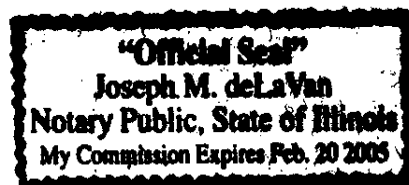
COUNTY OF COOK)
) SS
STATE OF ILLINOIS)

I, hereby affirm that I witnessed Russell M. Allen and Kathleen A. Griebel personally known to me and the person whose signature appears above, execute and deliver the within Mortgage as an act of their free will.

SUBSCRIBED AND SWORN TO
before me this 10 day of June, 2004.



Notary Public



Property of Cook County Clerk's Office

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EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

That part of Lot 926 lying Westerly of a line drawn from the center of the North or street line of said lot through to the center of the South or rear line of said lot in Block 15 in third division of Riverside in Section 36, Township 39 North, Range 12 East of the Third Principal Meridian, In Cook County, Illinois.

PIN: 15-36-206-013-0000

Common Address:

397 Addison Road, Riverside, Illinois 60546-2038