

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Barry M. Bennett  
Dowd Bloch & Bennett  
8 S. Michigan Ave., 19<sup>th</sup> Floor  
Chicago, IL 60603



Doc#: 0534110059 Fee: \$62.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/07/2005 09:24 AM Pg: 1 of 20

**WHEN RECORDED MAIL TO:**

Barry M. Bennett  
Dowd Bloch & Bennett  
8 S. Michigan Ave., 19<sup>th</sup> Floor  
Chicago, IL 60603

**SEND TAX NOTICES TO:**

Barry M. Bennett  
Dowd Bloch & Bennett  
8 S. Michigan Ave., 19<sup>th</sup> Floor  
Chicago, IL 60603

**FOR RECORDERS'S USE ONLY**

This Mortgage prepared by:  
Miller Shakman & Hamilton LLP  
180 North LaSalle Street, Suite 3600  
Chicago, IL 60601

**MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF RENTS, AND FIXTURE FILING**

THIS MORTGAGE dated November 5, 2005, is made and executed between State Bank of Countryside as Trustee under the Trust Agreement dated December 3, 1996 and known as Trust Number 96-1746, not personally but as Trustee on behalf of State Bank of Countryside (referred to below as "Grantor") and Illinois District Council No. 1 of the International Union of Bricklayers and Allied Craftworkers, AFL-CIO, Local 74 Illinois of the International Union of Bricklayers and Allied Craftworkers, Masonry Institute Welfare Fund, Local 21 Pension Fund, Bricklayers and Stone Masons of Illinois District Council No. 1 BAC Annuity Trust Fund, and District Council Training Center Fund (referred to below as "Union").

**GRANT OF MORTGAGE AND SECURITY INTEREST.** For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated December 3, 1996, and known as Trust Number 96-1746 (the "Trust"), mortgages and conveys to Union, and grants a security interest to Union in, 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 Exhibit "A" LEGAL DESCRIPTION FOR PROPERTY BEING HELD BY  
STATE BANK OF COUNTRYSIDE AS TRUSTEE UNDER TRUST  
AGREEMENT DATED DECEMBER 3, 1996 AND KNOWN AS TRUST

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NUMBER 96-1746, 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 10316 Mason Avenue, Oak Lawn, Illinois. The Real Property tax identification numbers is 24-17-210-020-0000.

Grantor also presently assigns to Union all of Grantor's right, title, and interest in and to all present and future Leases and Rents from the Property. In addition, Grantor grants to Union a Uniform Commercial Code security interest in the Personal Property (including but not limited to all fixtures and all right, title and beneficial interest in the Trust) and the Leases and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE LEASES AND RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND 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:

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Union from bringing any action against Grantor, including a claim for deficiency to the extent Union is otherwise entitled to a claim for deficiency, before or after Union's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale. Grantor and Borrowers also expressly waive any rights of reinstatement and redemption, on their own behalf and on behalf of each and every person; it being the intent hereof that all such rights of reinstatement and redemption are hereby waived to the full extent permitted by the Illinois Mortgage Foreclosure Law.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that (a) this Mortgage is executed at Borrowers' request and not at the request of Union; (b) Grantor has the full power, right and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation at any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrowers on a continuing basis information about Borrowers' financial condition; and (e) Union has made no representation to Grantor about Borrowers (including without limitation the creditworthiness of Borrowers).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrowers shall pay to Union all Indebtedness secured by this Mortgage as it becomes due, and Borrowers and Grantor shall strictly perform all Borrowers' and Grantor's obligations under this Mortgage and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrowers and Grantor agree that Borrowers' and Grantor's possession and use of the Property shall be governed by the following provisions:

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**Possession and Use.** Until the occurrence of an Event of Default Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Union that (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, (a) any breach or violation of any Environmental Laws (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) (a) neither Grantor nor any tenant contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property and (b) any activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Union and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Union may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Union shall be for Union's purposes only and shall not be construed to create any responsibility or liability on the part of Union to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Union for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Union against any and all claims, losses, liabilities, damages, penalties, and expenses which Union may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Union's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, lumber, minerals (including oil and gas), coal, clay, scoria, salt, soil, gravel or rock products without Union's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Property without Union's prior written consent. As a condition to the removal of any Improvements, Union may require Grantor to make arrangements satisfactory to Union to replace such Improvements with Improvements of at least equal value.

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**Union's Right to Enter.** Union and Union's agents and representatives may enter upon the Real Property at all reasonable times to attend to Union's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Compliance with Governmental Requirements.** Grantor warrants that the Property is not the subject of any building code or demolition or other governmental, regulatory, administrative, or private action, lawsuit or claim. Grantor shall promptly comply with all laws, ordinances and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinances, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Union in writing prior to doing so and so long as, in Union's sole opinion, Union's interests in the Property are not jeopardized. Union may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Union, to protect Union's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property, including but not limited to ensuring that no change in the use or general nature of the occupancy of the Property occurs, and not initiating or acquiescing in any zoning reclassification with respect to the Property.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Union under this Mortgage, except for those liens specifically agreed to in writing by Union, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment or claim in connection with a good faith dispute over the obligation to pay, so long as Union's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Union, deposit with Union cash or a sufficient corporate surety bond or other security satisfactory to Union in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest Grantor shall defend itself and Union and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Union as an additional obligee under any surety bond furnished in the contest proceeding.

**Evidence of Payment.** Grantor shall upon demand furnish to Union satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official

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to deliver to Union at any time a written statement of the taxes and assessments against the Property.

**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 coinsurance clause, and with a standard mortgagee clause in favor of Union. Grantor shall also procure and maintain comprehensive general liability insurance with coverage amounts not less than \$750,000, with Union being named an additional insured in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Union may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Union, and the amount of coverage shall be . Grantor shall deliver to Union certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Union 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 Union 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 Union that the Property is located in a special flood hazard area, for the full unpaid Indebtedness plus any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Union, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Union of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Union may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Union's security is impaired, Union may, at Union'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 to the extent such proceeds are not governed by the terms of prior mortgages on the Property. If Union elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Union. Union shall upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Union has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Union under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Union holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**Grantor's Report on Insurance.** Upon request of Union, however not more than once a year, Grantor shall furnish to Union a report on each existing policy of Insurance showing: (1) the

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name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Union, have an independent appraiser satisfactory to Union determine the cash value replacement cost of the Property.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor represents, warrants, and covenants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens, security interests, assignments, encumbrances, or other rights, title or interests of any other person other than those set forth in the Settlement Agreement entered in November 2005 between Union and Borrowers; (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Union; and (c) Michael and Vera Roche own 100% of the beneficial interest and power of direction in the Trust, free from any lien, security interest, encumbrance, or other right title or interest of any other person or entity, and they have the power and authority to direct the Trustee to mortgage and convey the Property.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Union under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Union shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Union's own choice, and Grantor will deliver, or cause to be delivered, to Union such instruments as Union may request from time to time to permit such participation.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Union in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Union shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Union such instruments and documentation as may be requested by Union from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Union may at its election require that all or any portion of the net proceeds of any judgment, award, or settlement be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the judgment, award, or settlement shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Union in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.**

The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Union, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Union to

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perfect and continue Union's lien on the Real Property. Grantor shall reimburse Union for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrowers which Borrowers are authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Union or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and Interest made by Borrowers.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default and Union may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Union cash or a sufficient corporate surety bond or other security satisfactory to Union.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement and financing statement for the purposes of the Uniform Commercial Code, and Union shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Grantor represents, warrants, and covenants that no security agreements or fixture filings --as those terms are defined in the Uniform Commercial Code, and other than statements showing Union as the sole secured party, or statements filed with respect to liens or encumbrances permitted herein -- covering any of the Property or any of the proceeds thereof is on file in any public office except pursuant hereto. Upon request by Union, Grantor shall execute financing statements and take whatever other action is requested by Union to perfect and continue Union's security interest in the Leases and Rents and Personal Property. Union may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Union for one-half of the expenses incurred in recording or otherwise perfecting this security interest. Upon default Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Union and make it available to Union within three (3) days after receipt of written demand from Union.

**Addresses.** The mailing addresses of Grantor (debtor) and Union (secured party) from which information concerning the security interest granted by this Mortgage may be obtained are as stated in the Notices section of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Union, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Union or to Union's designee, and when requested by Union, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Union may deem

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appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Union, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrowers' and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Union agrees to the contrary in writing, Grantor shall reimburse Union for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-In-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Union may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Union as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Union's sole opinion, to accomplish the matters referred to in the preceding paragraph.

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

**REINSTATEMENT OF SECURITY INTEREST.** If payment is made by Borrowers, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Union is forced to remit the amount of that payment (A) to Borrowers' trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order at any court or administrative body having jurisdiction over Union or any of Union's property or the any of the Property, or (C) by reason of any settlement or compromise of any claim made by Union with any claimant (including without limitation Borrowers), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Union, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

**EVENTS OF DEFAULT.** Each of the following, at Union's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Borrowers fail to make any payment when due under the Note or under the Indebtedness, including but not limited to failing to pay all principal and accrued interest due under the Note by the Final Payment Date.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.



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**Other Defaults.** Borrowers or Grantor fail to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or any of the Related Documents or the Settlement Agreement.

**False Statements.** Any warranty, representation or statement made or furnished to Union by Borrower or Grantor or on Borrowers' or Grantor's behalf under this Mortgage, the Note, or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Sale or Transfer.** The covenant, sale, assignment, transfer, lien, pledge, encumbrance, or grant of a security interest in, any of the Property without Union's prior written consent.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Appointment of Receiver.** The dissolution or termination of the Trust, the appointment of a receiver for any part of the Mortgaged Properties described in the Note, any assignment for the benefit of creditors, any type of creditor workout.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of any of the Borrowers or Grantor or by any governmental agency against any property securing the Indebtedness.

**Mechanics Lien.** (A) The filing of any mechanics lien, materialmen's lien, or other lien in connection with any work, services, or materials provided for any of the Mortgaged Properties described in the Note; or (B) the commencement of any work, the furnishing of any services, or the provision of any materials at or to any of the Mortgaged Properties described in the Note without Union's written consent, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$1,000.00.

**Property Damage or Loss.** The Property is substantially damaged, sold, or borrowed against.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Union, its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Union shall have the right at its option without notice to Grantor to declare the entire Indebtedness (including principal and interest) immediately due and payable.

**Appointment of Receiver.** Grantor consents to, and Union shall have the right to, appointment of a receiver for and over the Property without any further showing of injury or cause.

**UCC Remedies.** With respect to all or any part of the Personal Property, Union shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Union shall have the right without notice to Borrowers or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Union's costs, against the Indebtedness. In furtherance of this right, Union may require any tenant or other user of the Property to make payments of rent

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or use fees directly to Union. If the Rents are collected by Union, then Grantor irrevocably designates Union as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Union in response to Union's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Union may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Mortgagee In Possession.** Union shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Union's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Union shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Union may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Confession of Judgment.** Grantor hereby irrevocably authorizes and empowers any attorney-at-law of any court of record in the United States to appear for it in any court of record in the United States and to confess judgment against it, without process. The judgment shall be in the amount of the unpaid balance of the Indebtedness plus attorneys' fees and costs, as evidenced by an affidavit signed by an authorized agent of the Union setting forth those amounts. If a copy of this Mortgage, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Grantor (a) waives any right to process; (b) agrees that no proceedings will be taken to interfere in any manner with the operation of the judgment; (c) waives any right to stay of execution and the benefit of all exemption laws now or hereafter in effect; and (iv) agrees that no appeal shall be prosecuted from the judgment. Grantor also waives and releases all errors that may intervene in such proceedings; consents to immediate enforcement of and execution upon such judgment, ratifying and confirming everything that the attorney acting pursuant to this provision may do in accord with it; and waives and releases any and all claims or causes of action any of them may have against any attorney acting under the terms of authority which the Grantor has granted herein arising out of or connected with the confession of judgment hereunder.

**Deficiency Judgment.** Union may obtain a judgment for any deficiency remaining in the Indebtedness due to Union after application of all amounts received from the exercise of the rights provided in this section.

**Other Remedies.** Union shall have and may exercise all other rights and remedies provided in this Mortgage or the Related Documents or at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Borrowers and Grantor hereby waive any and all right to have the property marshalled. In exercising its rights and remedies, Union shall be free to sell all or any part of the Property together or separately, in one sale or in separate sales. Union shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Union shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended

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disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Attorneys' Fees; Expenses.** If Union institutes any suit or action to enforce any of the terms of this Mortgage, Union 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 lawsuit or court action is involved, and to the extent not prohibited by law, all reasonable expenses Union incurs that in Union's opinion are necessary at any time 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, Union's attorneys' fees and Union'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, appraisal fees, title insurance, and fees for the trustee to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Election of Remedies.** Except as may be prohibited by applicable law, all of Union's rights and remedies whether evidenced by this Mortgage or any other writing shall be cumulative and may be exercised singularly or concurrently. Election by Union to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Union's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Union following an Event of Default, or in any way to limit or restrict the rights and ability of Union to proceed directly against Grantor and/or Borrowers and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale, shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to:

For Union:

Barry M. Bennett  
Dowd Bloch & Bennett  
8 South Michigan Avenue  
19<sup>th</sup> Floor  
Chicago, Illinois 60603

For Grantor:

State Bank of Countryside  
Thomas W. Lynch P.C.  
9231 S. Roberts Rd.  
Hickory Hills, IL 60457

All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Barry M. Bennett, Dowd Bloch & Bennett, 8 South Michigan Avenue, 19<sup>th</sup> Floor, Chicago, Illinois 60603. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Union informed at all times of Grantor's current address.

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**UNION'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Union's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Union on Grantor's behalf may (but shall not be obligated to) take any action that Union deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Union for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Union to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Union's option, will (A) be payable on demand; or (B) due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Union may be entitled upon Default.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with the Related Documents and the Settlement Agreement, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law and Choice of Forum.** The Parties agree that Borrowers are employers, and the Union is a labor organization, within the meaning of the Labor-Management Relations Act; and that this Mortgage is intended as part of the implementation of a settlement of a labor dispute between employers and a labor organization representing employees in an industry affecting commerce as provided in 29 U.S.C. § 185(a). This Mortgage will be governed by, and construed and enforced in accordance with, federal law and the law of the State of Illinois. This Mortgage has been accepted by Union in the State of Illinois. The parties agree that any action commenced in connection with this Mortgage or the Related Documents shall be filed only in the United States District Court for the Northern District of Illinois (or in the Circuit Court of Cook County, Illinois, if the United States District Court for the Northern District of Illinois makes a determination that it has no jurisdiction). The parties agree to waive any objection they may have to personal jurisdiction or venue in the United States District Court for the Northern District of Illinois or the Circuit Court of Cook County, Illinois. The parties agree to waive any right to seek a change of venue under the doctrine of *forum non conveniens* or for any other reason from the United States District Court for the Northern District of Illinois or the Circuit Court of Cook County, Illinois.

**Joint and Several Liability.** All obligations of Borrowers and Grantor under this Mortgage and the Related Documents shall be joint and several, and all references to Grantor shall mean each and every Grantor and all references to Borrowers shall mean each and every Borrower. This means that each Borrower and each Grantor is responsible for all obligations in the Note and Related Documents.

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**No Waiver by Union.** Union shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Union. No delay or omission on the part of Union in exercising any right shall operate as a waiver of such right or any other right. A waiver by Union of a provision of this Mortgage shall not prejudice or constitute a waiver of Union's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Union, nor any course of dealing between Union and Grantor, shall constitute a waiver of any of Union's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Union is required under this Mortgage, the granting of such consent by Union in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Union.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrowers' Indebtedness shall be paid in full.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, the Union shall have the right to terminate this Mortgage. If Union chooses not to exercise that right, the offending provision shall be considered deleted from this Mortgage, and unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Union in any capacity, without the written consent of Union.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Union, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**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 relating to the Mortgage or the Related Documents.

(Initial Here MR).

**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.

**Grantor's Liability.** This Mortgage is executed by Grantor, not personally but as Trustee as provided above as in the exercise of the power and the authority conferred upon and vested in

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it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other Indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Union and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness shall look solely to the Property for the payment of the Note and Indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Guarantor or obligor, other than Grantor, on the Note.

**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:

**Borrowers.** The word "Borrowers" means Michael Roche, Vera Roche, and Firacha Construction, Inc., jointly and severally.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.* ('CERCLA'), the Superfund Amendments and Reauthorization Act of 1986 Pub. L. No. 99-499 ('SARA'), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*, or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**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.

**Final Payment Date.** The words "Final Payment Date" means the date set out in the Settlement Agreement for payment of the Indebtedness.

**Grantor.** The word "Grantor" means State Bank of Countryside as Trustee under the Trust Agreement dated December 3, 1996 and known as Trust No. 96-1746, not personally but as Trustee under that certain Trust Agreement dated December 3, 1996 and known as Trust No.96-1746. The Grantor is the mortgagor under this Mortgage.

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**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**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 Union to discharge Grantor's obligations or expenses incurred by Union to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in the Note and this Mortgage.

**Leases and Rents.** The word "Leases and Rents" means all leases and other agreements affecting the use, enjoyment or occupancy of the Property heretofore or hereafter entered into, whether before or after the filing by or against Grantor or Borrowers of any petition for relief under 11 U.S.C. 5-101 *et seq.*, as the same may be amended from time to time (collectively, the "Leases"), and all of Grantor's and Borrowers' present and future rights, title and interest in those Leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's and Borrowers' right to enforce such Leases and to receive and collect payment and proceeds thereunder, and all proceeds from the sale of such Leases.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Union.

**Note.** The word "Note" means the Promissory Note executed in November 2005, in the original principal amount of \$630,000 from Borrowers, jointly and severally, to Union, 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 0% for the first 120 days after the date of the Note and prime plus three percent (3%), capped at 9%, per annum thereafter.

**Personal Property.** The words "Personal Property" mean all right, title, and beneficial interest in the Trust, and all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to or located on the Real Property, including but not limited to any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware and software, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements

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thereof or articles in substitution thereof; 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 collectively 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.

**Related Documents.** The words "Related Documents" mean the Note and all mortgages, collateral assignments of beneficial interest, assignments of rents, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Settlement Agreement.** The words "Settlement Agreement" mean the Settlement Agreement and Mutual Release entered into by Union and Borrowers in November 2005.

**Trustee.** The word "Trustee" means the State Bank of Countryside as Trustee under the Trust Agreement dated December 3, 1996 and known as Trust No. 96-1746 and any substitute or successor trustees.

**Union.** The word "Union" means Illinois District Council No. 1 of the International Union of Bricklayers and Allied Craftworkers, AFL-CIO, Local 74 Illinois of the International Union of Bricklayers and Allied Craftworkers, Masonry Institute Welfare Fund, Local 21 Pension Fund, Bricklayers and Stone Masons of Illinois District Council No. 1 BAC Annuity Trust Fund and District Council Training Center Fund.



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

**NOTE: EXONERATION CLAUSE**

GRANTOR:

This document is signed by State Bank of Countryside... subject to the terms of the Trust Agreement... This document is intended to be a part of the Trust Agreement... and the grantor hereby acknowledges that he has read and understands the contents of this document and agrees to its terms and conditions... and he is authorized to execute this document on behalf of the trust.

STATE BANK OF COUNTRYSIDE  
AS TRUSTEE UNDER THE TRUST  
AGREEMENT DATED DECEMBER 3,  
1996 AND KNOWN AS TRUST NO. 96-1746

By: *Ann Siuta*  
Trust Officer of State Bank of Countryside  
as Trustee under the Trust Agreement  
dated December 3, 1996 and known as  
Trust No. 96-1746

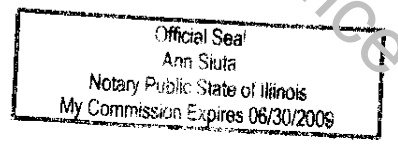
### TRUST ACKNOWLEDGMENT

State of Illinois )  
County of Cook ) SS

On this 21 day of November, 2005, before me, the undersigned Notary Public, personally appeared Ann Siuta, Trust Officer of State Bank of Countryside as Trustee under the Trust Agreement dated December 3, 1996 and known as Trust No. 96-1746 and known to me to be authorized trustee or agent of the trust that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the trust.

By: *Ann Siuta* Residing at: \_\_\_\_\_

Notary Public in and for the State of Illinois.  
My commission expires 6-30-09



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**EXCULPATORY CLAUSE FOR STATE BANK OF COUNTRYSIDE, AS TRUSTEE UNDER TRUST NO. 96-1746 ATTACHED TO AND MADE A PART OF THE MORTGAGE DATED \_\_\_\_\_ TO UNION.**

It is expressly understood and agreed by and between the parties herein, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right; but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against State Bank of Countryside, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released

Date: Nov 21, 2005

STATE BANK OF COUNTRYSIDE  
AS TRUSTEE UNDER TRUST  
NO. 96-1746

By: [Signature]  
Assistant Vice President

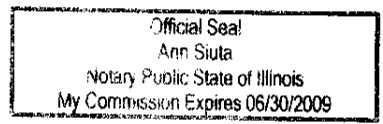
By: [Signature]  
Assistant Secretary  
**SUSAN E. JUPZI, Vice Pres.**

State of Illinois     )  
                                  )     SS  
County of Cook     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President and Assistant Secretary of State Bank of Countryside, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary 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 Company for the uses and purposes therein set forth and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set faith.

Given under my hand and Notarial Seal this 21 day of Nov 2005.

[Signature]  
NOTARY PUBLIC



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## JOINDER BY BENEFICIARIES

Michael Roche and Vera Roche (the "Beneficiaries"), the owners of 100% of the beneficial interest in and the sole beneficiaries of the Trust that is the Grantor herein, hereby join in the execution of this Mortgage, Security Agreement, Assignment of Rents, and Fixture Filing (the "Mortgage"). The Beneficiaries, on their own behalf and on behalf of their successors and assigns, covenant and agree to be bound by, and are deemed to have entered into and made, all of Grantor's certifications, representations, warranties, covenants, agreements and obligations under the Mortgage (which shall constitute representations, warranties, covenants, agreements and obligations of the Beneficiaries, notwithstanding the Trustee's exculpation provisions set out above, including, without limitation, the waiver of the right of redemption set out above) with the same force and effect as if they were fully set forth herein verbatim.

Michael Roche  
Michael Roche

Vera Roche  
Vera Roche

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF Cook        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Roche and Vera Roche who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Michael Roche and Vera Roche, appeared before me this day in person and acknowledged that 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 5<sup>th</sup> day of November, 2005.

Stella Rippe  
Notary Public  
My Commission Expires: 4/24/06

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## EXHIBIT "A"

THE SOUTH 1/2 OF LOT 80 IN FRANK DELMARKE LUGAGE'S AUSTIN GARDENS, BEING A  
SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 17  
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office