

# UNOFFICIAL COPY

## MORTGAGE

**THIS MORTGAGE** ("Mortgage") made as of the 17<sup>th</sup> day of November, 2005, by Ted A. Meyers, Trustee of the Richard J. Bielefeld Trust under agreement dated 10/15/02 (hereinafter called "Mortgagor") to Ted A. Meyers and Kim C. Meyers, Co-Trustees of the William T. Meyers "Todd" Trust DTD 4/4/91 (hereinafter called the "Mortgagee"). The address of the Mortgagee is 415 S. Second Street, Geneva, Illinois 60134.



**Doc#: 0609616087 Fee: \$42.50**  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/06/2006 10:41 AM Pg: 1 of 10

### WITNESSETH:

WHEREAS, Mortgagor has executed and delivered to Mortgagee a promissory note dated November 17, 2005 in the principal amount of Eighty-Five Thousand and No/100 Dollars (\$85,000.00).

WHEREAS, as a condition to the continued extension of credit to Mortgagor, evidenced by the Note of even date herewith, and for further security therefor, Mortgagee has required that Mortgagor enter into this Mortgage and grant to Mortgagee the liens and security interests referred to herein to secure the payment of the principal amount evidenced by the Note together with interest thereon and other payment and performance obligations related to this Mortgage (the aforesaid \$85,000.00 of principal indebtedness, plus interest and other payment and performance obligations being hereinafter referred to collectively as the "Liabilities");

NOW, THEREFORE, TO SECURE PAYMENT of the Liabilities and in consideration of One Dollar (\$1.00) in hand paid, receipt whereof in hereby acknowledged, Mortgagor does hereby grant, remise, release, alien, convey, mortgage and warrant to Mortgagee, its successors and assigns, commonly known as 31W430 State Route 58, Elgin, Kane County, Illinois, and legally described as set forth in Exhibit A attached hereto, which real estate, together with the property described in the next succeeding paragraph is herein called the "Premises",

TOGETHER WITH all right, title and interest, including the right of use or occupancy, which Mortgagor may now have or hereafter acquire in and to (a) any lands occupied by streets, alleys, or public places adjoining said Premises or in such streets, alleys or public places; (b) all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances, and all other rights and privileges hereunto belonging or appertaining; © all apparatus, machinery, equipment and appliances of Mortgagor used or useful for or in connection with the maintenance and operation of said real estate or intended for the use or convenience of tenants, other occupants, or patrons thereof; (d) all items of furniture, furnishings, equipment, and personal property used or useful in the operation of said real estate; and (e) all replacements and substitutions for the foregoing whether or not any of the foregoing is or shall be on or attached to said real estate.

S-C  
SY  
1/10  
SK  
M-V  
12/14

# UNOFFICIAL COPY

It is mutually agreed, intended, and declared, that all of the aforesaid Premises owned by Mortgagor shall, so far as permitted by law, be deemed to form a part and parcel of said real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage.

It is also agreed that if any of the Premises herein mortgaged is of a nature so that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall constitute a Security Agreement and Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Mortgagee may require from time to time to perfect or renew such security interest under the Uniform Commercial Code.

As additional security for the Liabilities secured hereby, Mortgagor does hereby pledge and assign to Mortgagee from and after the date hereof (including any period of redemption), primarily and on a parity with said real estate, and not secondarily, all the rents, issues and profits of the Premises, and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Premises, and does hereby transfer and assign to Mortgagee all such leases and agreements. Mortgagor agrees to execute and deliver such assignments of leases or assignments of land purchase contracts as Mortgagee may from time to time request. In the event of a Default under the Loan Agreement, Mortgagor hereby appoints Mortgagee as its true and lawful attorney in fact to manage said Premises and collect the rents and other income, with full power to bring suit for collection of said rents and possession of said Premises, giving and granting unto said Mortgagee and unto its agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the protection of the security hereby conveyed; provided, however, that this power of attorney and assignment of rents shall not be construed as an obligation upon said Mortgagee to make or cause to be made any repairs that may be needful or necessary.

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the taking of actual possession of the Premises by the Mortgagee. In the exercise of the powers herein granted to the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

TO HAVE AND TO HOLD the Premises, properties, rights and privileges hereby conveyed or assigned, or intended so to be unto Mortgagee, its successors and assigns, forever for the uses and purposes herein set forth.

1. Mortgagor agrees (a) not to abandon the Premises; (b) to keep the Premises in good, safe and insurable condition and repair and not to commit or suffer waste; (c) to refrain from impairing or diminishing the value of this Mortgage; and (d) neither to make nor to permit structural or other substantial alterations in the buildings or any substantial construction on the Premises without the written consent of Mortgagee.

2. Mortgagor agrees to pay, not later than the due date and before any penalty or interest attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer

# UNOFFICIAL COPY

charges and all other charges, of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed or imposed on or against the Premises.

3. Mortgagor agrees that if the United States or the State of Illinois or any of their subdivision having jurisdiction shall levy, assess, or charge any tax, assessment or imposition upon this Mortgage or the credit or indebtedness secured hereby or the interest of Mortgagee in the Premises or upon Mortgagee by reason of or as holder of any of the foregoing, then Mortgagor shall pay any and all such taxes, assessments or impositions, or in the alternative, shall reimburse Mortgagee for same, if Mortgagee shall pay same; provided, Mortgagee shall furnish to Mortgagor proof of such payment. c

4. Mortgagor agrees to maintain in force at all times fire and hazard insurance coverage for the replacement value of the improvements located on the premises as well as liability coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence, naming Mortgagee as additional insured. Mortgagor shall provide Mortgagee copies of such policies, and provide proof of coverage which coverage cannot be cancelled by the insurance company without 30 days notice to Mortgagee.

5. Mortgagor agrees that it will comply with all restrictions affecting the Premises and with all laws, ordinances, acts, rules, regulations and orders of any legislative, executive, administrative or judicial body, commission or officer (whether federal, state or local) exercising any power of regulations or supervision over Mortgagor, or any part of the Premises, whether the same be directed to the repair thereof, manner of use thereof, structural alteration of buildings located thereon, or otherwise.

6. Mortgagor agrees that, if the United States Government or any department, agency or bureau thereof or the State of Illinois or any of its subdivisions shall at any time require documentary stamps to be affixed to the Mortgage, Mortgagor will, upon request, pay for such stamps in the required amount and deliver them to Mortgagee, and Mortgagor agrees to indemnify Mortgagee against liability on account of such documentary stamps, whether such liability arises before or after payment of the Liabilities and regardless whether this Mortgage shall have been released.

7. In the event Mortgagor fails to pay any real estate tax or required insurance premium related to the Premises when due, Mortgagor agrees thereafter, at Mortgagee's request, to make monthly deposits in an account pledged to Mortgagee, at a bank or similar financial institution acceptable to Mortgagee, of an amount equal to the sum of 1/12th of the annual general real estate taxes levied on the Premises and 1/12th of the annual premium required to maintain insurance in force on the Premises in accordance with the provisions of this Mortgage, such that Mortgagor will have paid a sufficient amount to Mortgagee to pay such taxes and premium respectively, when due. No interest shall accrue or be payable thereon to Mortgagee. Said amounts shall be applied to the payment of said taxes and insurance when the same become due and payable, provided however that Mortgagee shall have no liability for any failure to so apply said amounts for any reason whatsoever. Nothing herein contained shall in any manner limit the obligation of Mortgagor to pay taxes and to

# UNOFFICIAL COPY

maintain insurance as above provided. In the event of a default, Mortgagee may apply any amounts on account to taxes and insurance, and/or apply said amount toward the payment of any amounts payable by Mortgagor to Mortgagee under the Mortgage.

8. If any building or other improvement now or hereafter erected on the Premises shall be destroyed or damaged by fire or any other cause, whether insured or uninsured, Mortgagee shall allow Mortgagor the right to apply any insurance proceeds or other recovery related to said loss to restore or rebuild such building or other improvement with materials and workmanship of as good quality as existed before such damage and destruction to substantially its former state, commencing the work of restoration or rebuilding as soon as possible and proceeding diligently with it until completion. Plans and specifications for the restoration as herein required shall be submitted to Mortgagee prior to commencement of work and shall be subject to reasonable approval of Mortgagee, at Mortgagor's expense. Mortgagor shall utilize a title escrow to pay for any restoration or rebuilding work done, and such escrow shall be subject to such terms as are reasonably necessary to protect Mortgagee's interest. Any insurance proceeds not used to repair or restore the Premises shall be paid over to Mortgagee to reduce the Liabilities.

9. Mortgagor agrees to indemnify Mortgagee from all loss, damage and expense, including reasonable attorneys' and paralegals' fees and expenses and the costs of any settlement or judgment, incurred in connection with any suit or proceeding in or to which Mortgagee may be made a party for the purpose of protecting the lien of this Mortgage and all such fees, expenses and costs shall be additional Liabilities secured hereby.

10. Mortgagor hereby assigns to Mortgagee, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the Premises for public use, and Mortgagor agrees that the proceeds of all such awards shall be paid to Mortgagee and may be applied by Mortgagee, at its option after the payment of all its expenses in connection with such proceeding, including reasonable attorney's fees and expenses, to the reduction of the Liabilities hereby secured, and Mortgagee is hereby authorized, on behalf of and in the name of Mortgagor, to execute and deliver valid acquittance for and to appeal from any such award.

11. Mortgagor agrees that, from and after the occurrence of a default under this Mortgage, Mortgagee may but need not make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient after reasonable inquiry into the validity thereof. All money paid for any of the purposes herein authorized and all other moneys advanced by Mortgagee to protect the Premises and the lien hereof shall be additional Liabilities secured hereby and shall become immediately due and payable without notice and shall bear interest thereon at the interest rate described in the Notes until paid to Mortgagee in full.

12. Mortgagee, or any person designated by Mortgagee in writing, shall have the right, from time to time hereafter, to call at the Premises (or at any other place where information relating thereto is kept or located) during reasonable business hours and, without hinderance or delay, to make such inspection and verification of the Premises.



# UNOFFICIAL COPY

13. A default shall be deemed to have occurred under this Mortgage ("Default") upon Mortgagor's failure to observe or perform any covenant or agreement contained in this Mortgage or the Notes, which failure shall continue for 10 days after written notice thereof from Mortgagee to Mortgagor. If any such Default shall have occurred, then, to the extent permitted by applicable law, the following provisions shall apply:

- (A) All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without presentment, demand or further notice.
- (B) It shall be lawful for Mortgagee to (i) immediately sell the Premises either in whole or in separate parcels, as prescribed by Illinois law, under power of sale, which power is hereby granted to Mortgagee to the full extent permitted by Illinois law, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance pursuant to applicable law or (ii) immediately foreclose this Mortgage by action. The court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the Liabilities secured hereby, and without regard to the then value of the Premises or the occupancy thereof as a homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made) for the benefit of Mortgagee, with power to collect the rents, issues and profits of the Premises, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay all or any part of the Liabilities or other sums secured hereby or any deficiency decree entered in such foreclosure proceedings.
- (C) Mortgagee shall, at its option, have the right, acting through its agents or attorneys, to enter upon and take possession of the Premises, to collect or receive all the rents, issues and profits thereof and to manage and control the same, and to lease the same or any part thereof, from time to time, and after deducting all reasonable attorneys' fees and expenses, and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the Premises, apply the remaining net income upon the Liabilities or other sums secured hereby or upon any deficiency decree entered in any foreclosure proceedings.

14. In any foreclosure of this Mortgage by action, or any sale of the Premises by advertisement, there shall be allowed (and included in the decree for sale in the event of a foreclosure by action), to be paid out of the rents or the proceeds of such foreclosure proceeding or sale:

- (A) All of the Liabilities and other sums secured hereby which then remain unpaid;

# UNOFFICIAL COPY

- (B) All other items advanced or paid by Mortgagee pursuant to this Mortgage, with interest thereon at the Interest Rate from the date of advancement; and
- © All court costs, attorney's and paralegals' fees and expenses, appraisers' fees, advertising costs, notice expenses, expenditures for documentary and expert evidence, and costs of procuring all abstracts of title, title searches and examinations, title guarantees, title insurance policies and similar data with respect to title which Mortgagee may deem necessary. All such expenses shall become additional Liabilities secured hereby and immediately due and payable, with interest thereon at the Interest Rate, when paid or incurred by Mortgagee in connection with any proceedings, to which Mortgagee shall be a party, by reason of this Mortgage or any indebtedness hereby secured or in connection with the preparations for the commencement of any suit for the foreclosure, whether or not actually commenced, or sale by advertisement.

15. In the event of a foreclosure of this Mortgage the Liability then due the Mortgagee shall not be merged into any decree of foreclosure entered by the court, and Mortgagee may concurrently or subsequently seek to foreclose one or more mortgages which also secure said Liabilities.

16. Mortgagor agrees that, upon request of Mortgagee from time to time, it will execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary to fully effectuate the intent of this Mortgage.

17. All notices, demands, consents, requests, approvals, undertaking or other instruments required or permitted to be given in connection with this Mortgage shall be in writing and shall be sent by United States registered or certified mail, addressed as follows:

If to Mortgagor:

Richard J. Bielefeld  
31W430 State Route 58  
Elgin, Illinois 60120

If to Mortgagee:

Ted A. Meyers and Kim C. Meyers, Co-Trustees  
William T. Meyers "Todd" Trust DTD 4/4/91  
416 S. Second Street  
Geneva, Illinois 60134

Mortgagor or Mortgagee shall, from time to time, have the right to specify as the proper addressee and/or address for the purpose of this Mortgage any other addressee and/or address in the United States upon giving the (10) days' written notice thereof.

18. Mortgagor agrees that this Mortgage is to be construed and governed by the laws of the State of Illinois. Wherever possible, each provision of the Mortgage shall be interpreted in such

# UNOFFICIAL COPY

manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

19. Upon full payment of all sums secured hereby or upon application on the Liabilities of the proceeds of any sale of the Premises in accordance with the provision of this Mortgage, at the time and in the manner provided, this conveyance shall be null and void and, upon demand therefor following such payment, a satisfaction of mortgage shall, in due course, be provided by Mortgagee to Mortgagor.

20. This Mortgage shall be binding upon the Mortgagor and upon the successors, assign and vendees of the Mortgagor and shall inure to the benefit of the Mortgagee's successors and assigns.

21. Mortgagor represents that it has been authorized to, and Mortgagor does hereby, waive (to the full extent permitted under Illinois law) any and all statutory or equitable rights of redemption from sale by advertisement or sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor and each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title out the Premises subsequent to the date hereof.

22. Mortgagor represents that it has been authorized to, and Mortgagor does hereby, release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

23. Mortgagor hereby covenants that, at the time of the ensembling and delivery of these presents, Mortgagor is well seized of said real estate and Premises in fee simple, and with full legal and equitable title to the mortgaged Premises, with good right, full power and lawful authority to sell, assign, convey and mortgage the same, and that it is free and clear of encumbrances, and that Mortgagor will forever defend the same against all lawful claims.

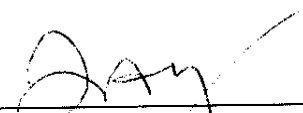
24. Mortgagor shall not permit any liens or security interests (including any mechanics' or materialmen's liens), to remain filed or attached to the Premises for a period in excess of thirty (30) days without the written consent of Mortgagee, and Mortgagor shall not sell, convey, refinance or otherwise dispose of all or any part of the Premises without the prior written consent of Mortgagee (this provision will not restrict transfers of the property within the Mortgagor's immediate family—defined as the Mortgagor's spouse or Mortgagor's children). If Mortgagor does sell, convey, refinance or otherwise dispose of all or any part of the Premises without the prior written consent of Mortgagee, Mortgagee may elect, by notice in writing to Mortgagor, to declare all of the Liabilities, or any part thereof, and all other sums secured hereby to be and to become due and payable immediately upon the giving of such notice.

# UNOFFICIAL COPY

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

MORTGAGOR:

RICHARD J. BIELEFELD TRUST DTD 10/15/02

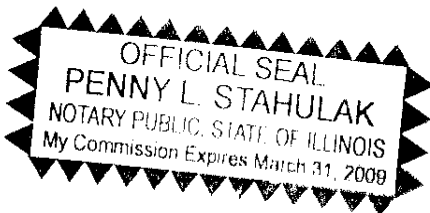
By:   
TED A. MEYERS, TRUSTEE

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KANE     )

On this day before me, the undersigned Notary Public, personally appeared TED A. MEYERS, TRUSTEE OF THE RICHARD J. BIELEFELD TRUST DTD 10/15/02, to me known to be the individual described in and who executed the Mortgage, and he acknowledged that he signed the Mortgage as his free and voluntary act and deed, and for the uses and purposes therein mentioned.

Given under my hand and official seal this 17<sup>th</sup> day of November, 2005.

  
Notary Public



Prepared By and Return Recorded Document To:

Ted A. Meyers  
FOOTE, MEYERS, MIELKE & FLOWERS, LLC  
416 S. Second Street  
Geneva, Illinois 60134  
(630) 232-6333



# UNOFFICIAL COPY

**EXHIBIT A  
TO  
MORTGAGE  
DATED NOVEMBER 17, 2005**

Legal Description of the Premises:

Lots 15, 16 and 18 in Berner Estates, and that portion of Lot 19 described as follows:  
Commencing at the Southwest corner of said lot, thence North along the West line of said lot 305.7 feet to an iron rod, thence Southeasterly 34.5 feet to an iron rod, thence Southeasterly to an iron rod on the South line of said lot, thence West along said South line 49.95 feet to the point of beginning, being a part of the West half of Section 9, Township 41 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded February 7, 1958, as Document 17129065, situated in Cook County, Illinois.

F:\clientstam\Bielefeld-Richard\Trust Administration\Todd Trust\Mortgage.mxd

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**EXHIBIT A  
TO  
MORTGAGE  
DATED NOVEMBER 17, 2005**

Legal Description of the Premises:

Lots 15, 16 and 18 Berner Estates, being a subdivision of part of the West half of Section 8, Township 41 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded February 7, 1958, as Document 17129065 and that portion of Lot 19 in said Berner Estates described as follows: Commencing at the Southwest corner of said Lot 19; thence North, along the West line of said Lot, 305.7 feet to an iron rod; thence Southeasterly 34.5 feet to an iron rod; thence Southeasterly to an iron rod on the South line of said lot; thence West, along said South line, 49.95 feet to the point of beginning.

Permanent Index Number: 06-08-300-014-0000  
06-08-300-015-0000  
06-08-300-018-0000  
06-08-300-022-0000

F:\clientstam\Bielefeld-Richard\Trust Administration\WTM\oddloan\Todd Trust Mortgage.wpd