

ORIGINAL UNOFFICIAL COPY

RECORDATION REQUESTED BY:

OXFORD BANK & TRUST
1100 West Lake Street
P.O. Box 129
Addison, IL 60101

WHEN RECORDED MAIL TO:

OXFORD BANK & TRUST
1100 West Lake Street
P.O. Box 129
Addison, IL 60101

SEND TAX NOTICES TO:

OXFORD BANK & TRUST
1100 WEST LAKE STREET
ADDISON, IL 60101



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1999-12-27 13:49:48
Cook County Recorder 37.50



FOR RECORDER'S USE ONLY

This Mortgage prepared by: MICHAEL A. PAWLAK

MORTGAGE

THIS MORTGAGE IS DATED DECEMBER 23, 1999, between OXFORD BANK & TRUST, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 20, 1999 AND KNOWN AS TRUST #750, whose address is 1100 WEST LAKE STREET, ADDISON, IL 60101 (referred to below as "Grantor"); and OXFORD BANK & TRUST, whose address is 1100 West Lake Street, P.O. Box 129, Addison, IL 60101 (referred to below as "Lender").

GRANT OF MORTGAGE. 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 October 20, 1999 and known as OXFORD BANK & TRUST/#750, mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

LOT 7 (EXCEPT THAT PART THEREOF LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 19) IN CHARLES J. FORD'S SUBDIVISION OF BLOCK 18 IN SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTHEAST 1/4 THEREOF), IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3842 N. ASHLAND AVENUE, CHICAGO, IL 60613. The Real Property tax identification number is 14-19-216-024-0000.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor. The word "Grantor" means OXFORD BANK & TRUST, Trustee under that certain Trust Agreement dated October 20, 1999 and known as OXFORD BANK & TRUST/#750. The Grantor is the mortgagor

or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a 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 all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following 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 Lender's interest in the Property is not jeopardized. If a lien

or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its

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under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

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Property of Cook County Clerk's Office

NOTARIAL PUBLIC
STATE OF ILLINOIS
My Commission Expires July 17, 2003