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G# 7007396

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THE UNDERSIGNED, BLUE MULE PUB, INC., an Illinois Corporation

of the _____ of _____, County of Cook, State of Illinois hereinafter referred to as Mortgagor, does hereby mortgage and convey to GOLF MILL STATE BANK, an Illinois banking association, having as its principal office in the Village of Niles, County of Cook, State of Illinois, hereinafter referred to as the Mortgagee, the following real estate in the County of Cook, in the State of Illinois, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND HEREBY MADE A PART HEREOF FOR LEGAL DESCRIPTION.

*at the rate of Two (2.0%) Percentage Points per annum over the Prime Interest Rate in effect from time to time at Golf Mill State Bank--the Prime Interest Rate is subject to change

**Two Hundred and Eighty & No/100 (\$280.00) Dollars as and for a monthly principal reduction together with interest on the unpaid principal balance remaining from time to time

++Four (4.0%) Percentage Points over the Prime Interest Rate in effect from time to time at Golf Mill State Bank--the Prime Interest Rate is subject to change

LOT 1 IN HILL TOP SUBDIVISION OF PART OF SECTIONS 22 AND 23, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

15.00

06 23 309 001 K

commonly known as: 560 Bartlett Road, Streamwood, Illinois

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected hereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves, water heaters, refrigerators, washing machines, clothes dryers, and all other such appliances (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee forever for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE (1) The payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of SEVENTY-EIGHT THOUSAND AND NO/100 Dollars (\$ 78,000.00), which Note, together with interest thereon as therein provided, is payable in monthly instalments of _____ Dollars (\$ _____) commencing the 6th day of October, 19 85, which payments are to be applied, first, to interest, then to any unpaid escrow and the balance to principal, until said indebtedness is paid in full; (2) The performance of other agreements in said Note, which is hereby incorporated herein and made a part hereof, and which provides, among other things, for an additional monthly payment of one-twelfth (1/12) of the estimated annual taxes (unless the Mortgagor has pledged an interest bearing savings account to satisfy estimated taxes) assessments, insurance premiums and other charges upon the mortgaged premises; (3) any future advances as hereinafter provided; and (4) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note, except that the final payment of both principal and interest, if not sooner paid, shall be due on the 6th day of September, 1990;

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said Note provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including

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the Mortgagee, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said Mortgage indebtedness. Any indebtedness of the Mortgagee to the Mortgagor and the Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately. That in the event that the ownership of said property, or any part thereof, becomes vested in a person other than the Mortgagor and any part of the sums secured hereby remain unpaid, and in the further event that the Mortgagee does not elect to declare such sums immediately due and payable, the Mortgagor shall pay a reasonable fee to the Mortgagee to cover the cost of amending the records of the Mortgagee to show such change of ownership.

G. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may, at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued, and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of % per annum, which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fee, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens certificates and similar data and assurances with respect to title as mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the trust title to or value of said premises; all of which (of said amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of said premises there first shall be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obligated to see to the application of the purchase money.

H. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.

I. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in person therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee,

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RIDER TO MORTGAGE DATED SEPTEMBER 6, 1985
MADE BY BLUE MULE PUB, INC., an Illinois
Corporation to GOLF MILL STATE BANK.


- L. MORTGAGOR(S) HEREBY WAIVE(S) ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF JUDGMENT OF FORECLOSURE OF THIS MORTGAGE ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR(S) ACQUIRING ANY INTEREST OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.
- M. THE PROCEEDS OF THE LOAN SECURED BY THIS MORTGAGE WILL BE USED FOR THE PURPOSE SPECIFIED IN PARAGRAPH 6404 (1) (C) OF CHAPTER 17 OF THE ILLINOIS REVISED STATUTES (1983); THAT THE LOAN SECURED HEREBY CONSTITUTES A BUSINESS LOAN WITHIN THE MEANING OF SAID PARAGRAPH AND THAT, ACCORDINGLY, THE LOAN SECURED HEREBY IS EXEMPT FROM THE ILLINOIS USURY REQUIREMENTS.
- N. THE NOTE SECURED HEREBY IS FURTHER SECURED BY ALL LEASEHOLD IMPROVEMENTS AND STRUCTURAL IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ALL INVENTORY OF THE UNDERSIGNED AND BENEFICIARY OF THE UNDERSIGNED OF EVERY DESCRIPTION, ALL MACHINERY, EQUIPMENT, FURNITURE AND FIXTURES, WHETHER NOW OR HEREAFTER EXISTING OR ACQUIRED OR OWNED, NOW OR HEREAFTER LOCATED UPON OR USED IN CONNECTION WITH OR ACQUIRED FOR USE IN CONNECTION WITH THE REAL ESTATE HEREIN DESCRIBED AS EVIDENCED BY A SECURITY AGREEMENT BEARING EVEN DATE HERewith MADE BY THE UNDERSIGNED TO GOLF MILL STATE BANK ("SECURITY AGREEMENT"). ANY DEFAULT UNDER THE "SECURITY AGREEMENT" SHALL CONSTITUTE A DEFAULT HEREUNDER.

BLUE MULE PUB, INC.,
an Illinois Corporation

By:


Andris Brende, President

Attest:


Vija Brende, Treasurer

County Clerk's Office

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STATE OF ILLINOIS)
COUNTY OF ~~COOK~~) SS

D. R. S.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANDRIS BRENDE and VIJA BRENDE of BLUE MULE PUB, INC., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Treasurer, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Treasurer then and there acknowledged that she as custodian of the Corporate Seal of said Corporation did affix the Corporate Seal of said Corporation to said instrument as said Treasurers own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

B. N. S.

NOTARY PUBLIC

My Commission Expires: 3-5-86

Mail to:

*Golf Mill State Bank
9101 Greenwood
Niles, IL 60640*

BOX 233, TH

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