UNOMPHO MGE BLUE MULE PUB, INC., an Illinof Cook State of_ ____of_____, County of _ hereinafter referred to as Mortgagor, does hereby mortgage/and warrant to_ GOLF MILL STATE BANK--_____, an Illinois banking association, having as its principal office in the Village ______, County of ___Cook_____, State of Illinois, hereinafter referred to as the Mortgagee, the following Illinois real estate in the County of ____Cook $_{-\!-}$. in the State of $_{-\!-}$ 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 Beak -- the Prime Interest Rate is subject to change LOT 1 IN HILL TOP SUDDIVISION OF PART OF SECTIONS 22 AND 23, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 309 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 or 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 novidue or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgages, denholders 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 gard 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 <u>SEVENTY-EIGHT THOUSAND</u> AND NO/100--(\$ 78,000.00--), which Note, together with interest thereon as therein provided is payable in monthly instalments Dollars (\$ _ _) commencing the , 19 85 , which payments are to be applied, first, to interest, then to October <u>6th__</u> day of __ 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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and delivered the said Instrument as. bas eeti person and acknowledged that belses , bengis scribed to the foregoing instrument, appeared batore me this day in to be the same person or persons whose name or names is or are subpersonally known to me In and for said County, in the State aforesaid, do hereby certify that SHOURTY PUDIE 9101 Greenwood, Miles, Il. 87909 C. Foltman - Golf Will State Bank THIS DOCUMENT PREPARED BY: (SEAL) (JAAS)

day or

GIVEN under my hand and Notarial Seal this

THIS INSTRUMENT PREPARED BY:

the release and waiver of all rights under any homestead, exemption voluntary act, for the uses and purposes therein set forth, including

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BLUE MULE PUB, INC., AN ILLINOIS

exercised as often as occasion therefore arists.

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CORPORATION

SIP CODE: UNOFFICIA

and valuation laws.

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FOR RECORD COBRACOUNTY ILLIAM

K. The undersigned further agree to promptly pay to Mortgagee a delinquency charge on each principal instalment $\frac{2}{10.00}$ per cent of the instalment or \$10.00 days past its due date.

that wherever the context hereof requires, the masculine gender, as used herein, ship to the context hereof requires, the masculine gender, as used herein, ship trights and obligations under this mouter and the singular number, as used a seein, shall include the plural; that all rights and obligations under this Mortgage shall extend to sand be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgager; and the powers herein mentioned may be averaged as often as occasion therefore a size of the Mortgages; and that the powers herein mentioned may be a street of the Mortgager.

waiver by the Mortgagee of performinge of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgages to require or enforce performance of the same or any other of said covenants; remedy of the Mortgagee, whothir herein or by law conferred, and may be enforced concurrently therewith, that no J. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of each other right or

discretionary powers. Pany time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgages shall have no said premises without this paragraph. No suit shall be sustainable against Mortgages upon acts or omission relating to the subject matter of this paragraph unless comtainable against Mortgages or omission relating to the subject matter of this paragraph unless comtainable against eight of the subject matter of this paragraph unless comtainable against eight of the subject matter of this paragraph unless comtainable against eight of the subject matter of this paragraph of the subject matter of this paragraph of the subject matter of the subject matter of this paragraph of the subject matter of the subject matter

is paid in full or until the delivery of a deed pursuant to a decree foreclosing the lien. hereof, but if no deed be issued, then the expiretion of the statutory period during which it may be issued. Mortgages shall, however, have the ments herein, the Mortgagee, on satisfactory evidence thereot, shall relinquish possession and pay to Mortgagor any surplus in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagor's agree-

THE PROVISIONS OF THE RIDER WHICH IS ATTACHED HERETO ARE HEREBY MADE A PART HEREOF.

IN WITNESS WHEREOF, we have hereunto set our nants and seals this -

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menced within sixty days after Mortgagee's possession ceases.

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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 deated of the prior ty of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately one and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said Mortgage indepted less 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 enmasse 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 filled 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 mallified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lier, horeof; 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 . % per annum, which hay be paid of incurred by of on behalf of Mongagee 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 (fo esaid 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 shell 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 salc 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 forthwin 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.
- 1. All easements, rents, issues and profits of said premises are pledged, assigned and transformed 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 Mortgages 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,

things so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagee for any of the above purposes and Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and Mortgagor will repay to much additional and moreys together with interest thereon at American and Mortgagor will be some so much additional and moreys together with interest thereon at American and Mortgagor will be some so much additional and moreys together with interest thereon at American and Mortgagor will repay to a some so much additional and moreys together with interest thereon at American and Mortgagor will be some so much additional and more and B. That in case of failure to perform any of the covenants herein, Mortgagee mr. y do on Mortgagor's behalf everyreason of the Mortgage. appurentances, includes or equipment flow or intreasing topon said property, (c) any purentances, includes or equipment to be placed in lease or agreement under which title is reserved in the vendor, or any appiratus, fixtures or equipment to be placed in upon any buildings or improvements on said property; (11) To complete within a reasonable time any buildings or improvements on said property; (11) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the said provides; (12) To appear in and defend any or improvements now or at any time in process of erection upon the said provides; (12) To appear in any defendant by proceeding which in the opinion of the Mortgagee affects its security hereinds; and to pay all costs, expenses and proceeding which in the opinion of the Mortgagee in any proceeding in which it may be made a party defendant by the Mortgage. unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such an destruction or damage; (5) To keep said premises in clood condition and repair, without waste, and tree from any destruction or damage; (5) To keep said premises in clood condition and the hereby with the providence or other lien or claim of lien not expressly curroridinated to the lien hereafly with the providence or a leasehold; (7) To perform all obligations under any declaration, covenant, cequilations, and constituent documents governing said premises if the Mortgage is on a condominium or a pignened unit development; (8) Not to make, suffer or permit any unleance to exist on asid property nor to diminish nor impair its value by any act or omiss on to act; (9) To comply with all requirements of law with respect to mortgage being first had and obtained; (8) Mor or make, suffer or permit, without the written permission of the Mortgages being first had and obtained; (8) any alterations, additions, demolition, rimoval or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property for any purchase on conditional sale, appurtenances, fixtures or equipment now or hereafter upon said property. (c) any purchase on conditional sale, appurtenances, fixtures or equipment now or hereafter upon said property. (c) any purchase on conditional sale, appurtenances, fixtures or equipment now or hereafter upon said property. unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such continue until said indebtedness is paid in rull; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, though the reputition of the indepted of said premises, though the said premises and improvements of said premises, though the said premises are thought the said premises. restoration of the property or upon the indebtechess hereby secured in its discretion, but monthly payments shall Mortgages for such purpose; and the Mortr ages is authorized to apply the proceeds of any insurance claim to the loss, receipts, vouchers, releases and a cquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgages for such quity and the block and the signed by the Mortgages for such quity and the block and the signed by the Mortgages for such quity and the signed by the Mortgages for such quity and the block and the signed by the Mortgages for such quity and the signed by the Mortgages for such quity and the signed by the Mortgages for such quity and the signed by the Mortgages for such quity and the signed by the Mortgages for such days and the signed by the Mortgages for such quity and the signed by th certificate of sale, owner of any distriency, any receiver or redemptioner, or any grantee in a Master's or Commissioner, owner of any distriency, any receiver or redemptioner, or any grantee in a Master's or Commissioner's deed; and in case of loss and at such policies, the Mortgagee is suthorized to adjust, collect and compromise in its discretion all claims thereunder at d to execute and deliver on behalf of the Mortgagor all necessary proofs of the its discretion all claims thereunder at d to execute and deliver on behalf of the Mortgagor all necessary proofs of the versions. usual clause making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the Mortgagee; such insurance po it les shall remain with the Mortgagee during said period or periods, and confain the of redemption, for the full it surable value thereof, in such companies and in such form as shall be satisfactory to the the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period Mortgagee may require to insured against; and to provide public liability insurance and such other insurance as those theretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said the requirement; (3) To keep the tended against said this requirement; (3) To keep the tended against damage by fire, and such other hazards as the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the

Mortgagor fails to complete within a reasonable time, any building or buildings now or at any time in process of erecto enforce any other lien or charge upon any of said property, or upon the filling of a proceeding to bankruptcy by or to enforce any other lien or charge upon any of said property, or upon the filling of a proceeding in bankruptcy by or against the Mortgagor, or if he Mortgagor, or if he Mortgagor, or if he Mortgagor or if he said make an a factor of the transfer of or agreement to transfer, any court of it he charge or agreement to transfer, any right, ritle content in said property or in the event of the transfer of, or agreement to transfer, any right, ritle continue and under control or make any prize time any prize of erector of the transfer of, or agreement to transfer of the transfer of, or agreement to transfer of the transfer of, or agreement to a second or agreement of are proceeded in the control of the transfer of, or agreement to a reasonable time any building or building now or at any prime in process of erectors of all any process. making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in the undersigned promises to pay the same forthwith. Mortgage, or upon assignment of the beneficial interest of the trust under which title to said property described in this Mortgage, or upon assignment of the beneficial interest of the undersigned, the then balance of principal and interest held, to any person, corporation, or entity other than to the undersigned, the then balance of principal and interest held, to any person, corporation, or entity other than to the undersigned, the then balance of principal and interest held. The holder of the Note,

the undersigned executes Articles of Agreement for Deed, a Contract of Sale for the property described in this E. In the event the undersigned transfers the title or any part thereof or any interest therein, legal or equitable, or if may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured. Mortgagor, the Mortgage may, without notice to the Mortgagor, deal with the Mortgagor, and may forbear to sue or to this Mortgagor, and may forbear to sue or to this Mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or to this mortgage and the debt hereby secured hereby without may forbear to sue or to O. That in the event the ownership of said property or any part thereof becomes vested in a person other than the

C. That it is the intent hereof to secure payment of said Mote whether the entire amount shall have been advanced to the Mortgagor at the date hereof or a later date or having been advanced shall have been repaid in part and further

any decree to soluting this miorigage and be paid out of the reins of proceeds of sale of solid the drift of the validity of any lien, encumbrance of wise paid; that it shall not be obligatory upon the Mortgagee to inquire drail be constructed as requiring the claim in advance any moneys for any purpose nor to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

indebtedness secured by this Mortgage with the same priority as the original indeptedness ind may be with the beat secured by this Mortgage and be paid out in the secured to see to see the secured for the s

advances made at a later date.

UNOFFICIAL ÇQPY,

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

- 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.
- THE PROCEEDS OF THE LOAN SECURED BY THIS MORTGAGE WILL BE USED FOR THE PURPOSE Μ. 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.
- 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 HERAIN DESCRIBED AS EVIDENCED BY A SECURITY AGREEMENT BEARING EVEN DATE HEREWITH WADE BY THE UNDERSIGNED TO GOLF MILL STATE NDE OUNTY CONTEGER BANK ("SECURITY AGREEMENT"). ANY DEFAULT UNDER THE "SECURITY AGREEMENT" SHALL CONSTITUTE A DEFAULT HEREUNDER.

BLUE MULE PUB, INC., an Illinois Corporation

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STATE OF ILLINOIS) COUNTY OF -COOK)

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 instrment 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 es 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 thereir set forth.

My Commission Expires: 3-5-60

Mail to

County Clark's Office Golf Mill State Bank 9101 Greenwood

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