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MORTGAGE AND SECURITY AGREEMENT

7C-89-856 - JF - Smith

THIS INDENTURE, made this 15th day of December, 1986, between FIRST STATE BANK AND TRUST COMPANY OF FRANKLIN PARK, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated the 8th day of December, 1986, and known as Trust No. 1187, of the Village of Franklin Park, County of Cook and State of Illinois (herein referred to as "MORTGAGOR") and BURTON C. ZWIBEL, D.M.D. AND WILLIAM E. BERNIER, D.D.S., LTD. DEFINED BENEFIT PENSION PLAN AND TRUST (herein referred to as "MORTGAGEE"), WITNESSETH:

THAT, WHEREAS, the MORTGAGOR has concurrently herewith executed one Installment Note (hereinafter "NOTE") bearing even date herewith in the total Principal Sum of ONE HUNDRED AND FIVE THOUSAND DOLLARS (\$105,000.00), made payable to the order of MORTGAGEE and delivered, in and by which said NOTE the MORTGAGOR promises to pay the said Principal Sum and interest from date on the balance of principal remaining from time to time unpaid at the rate of ten Per Cent (10%) per annum. Said to be payable interest only in equal monthly installments of EIGHT HUNDRED AND SEVENTY FIVE Dollars (\$875.00) commencing on the 1st day of February, 1987, until the NOTE is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 1st day of December 1988; all such payments on account of the indebtedness evidenced by said NOTE to be applied to interest on the unpaid principal balance. Interest shall be computed on the basis of a 360-day year and charged for the actual number of days elapsed.

NOW, THEREFORE, the MORTGAGOR, to secure the payment of the said NOTE (and all renewals, extensions or substitutions thereof and all future advancements made by MORTGAGEE) and interest thereon, and to secure the payment of all other indebtedness or liability of MORTGAGOR, or any of them, to MORTGAGEE, whether now or hereafter existing and whether direct or indirect, and to secure the performance of the covenants and agreements herein and in the NOTE contained by the MORTGAGOR to be performed, and also in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and mortgage unto MORTGAGOR, its successors and assigns, the following described Real Estate and all of MORTGAGOR's estate, right, title and interest therein, situate, lying and being in the City of Chicago, County of Cook and State of Illinois, to wit:

Lot 4 in Block 4 in O. Reuter and Company's Beverly Hills Second Addition being a Subdivision of the West 1/2 of the North West 1/4 of the North West 1/4 of Section 18, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT PROPERTY INDEX NO. 25-18-109-004-0000

COMMONLY KNOWN AS: 10419 S. Claremont Avenue
Chicago, Illinois 60643

which Real Estate, together with the following described property, is collectively referred to as the "Premises."

TOGETHER with all of MORTGAGOR's right, title and interest therein, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues and alleys adjoining the Premises, and all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof; together with the undersigned's right, title and interest, if any, in and to the following types of property, both now owned or hereafter acquired: (1) all contract rights (including the undersigned's rights under leases, concession agreements and service contracts, if any); (2) all property of the undersigned in possession of MORTGAGEE; (3) all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled) and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, awnings,

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screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters; (4) all other items consisting of furniture, fixtures and equipment; (5) all proceeds and products of all of the foregoing (including insurance proceeds); for so long and during all such times as MORTGAGOR may be entitled thereto, all of which are pledged primarily and on a parity with said Real Estate and not secondarily. All of the foregoing are declared to be a part of said Real Estate, whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Premises by the MORTGAGOR, or its successors or assigns, shall be considered as constituting part of the Real Estate.

TO HAVE AND TO HOLD said Premises with said appurtenances, apparatus, fixtures and other 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 and/or the United States of America, which said rights and benefits said MORTGAGOR does hereby release and waive

THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special assessments and other taxes and charges levied or assessed upon the Premises or any part thereof and to promptly deliver the official receipt therefor to the MORTGAGEE upon demand; (2) to keep the improvements now or hereafter upon said Premises insured against loss or damage by fire, lightning or windstorm and such other hazards or liability, including liquor liability insurance, as the MORTGAGEE may require to be insured against, under policies providing for payment by the insurance companies of moneys sufficient either to pay in full the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the MORTGAGEE, under insurance policies payable in case of loss or damages to the MORTGAGEE, such rights to be evidenced by a mortgage clause satisfactory to the MORTGAGEE to be attached to each policy; all policies, including additional and renewal policies, shall remain with the MORTGAGEE; (3) to promptly repair, restore or rebuild any buildings or improvements now or hereafter upon the Premises which may become damaged or destroyed; (4) to keep said Premises in good condition and repair, without waste and free from any Mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (5) not to suffer or permit any unlawful use of or any nuisance to exist on said Premises, nor to diminish or impair its value by any act or omission to act; (6) to comply with all requirements of law with respect to the mortgaged premises and the use thereof; (7) not to suffer or permit, without the written permission or consent of the MORTGAGEE being first had and obtained: (a) any use of said property for a purpose other than that for which the same is now used, (b) any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment, now or hereafter upon said property, (c) any conveyance, sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof, whether by deed, contract, assignment of beneficial interest of any trust holding title to the property, bill of sale or other means, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property, (d) any lease or transfer of possession of the Premises to any person under any agreement containing an option to purchase the Premises or any interest therein, whether legal or equitable, (e) any change in the nature or character of the operation of said Premises which will increase the intensity of the use thereof, nor to change or alter the exterior or interior structural arrangement, including (but not to the exclusion of others) walls, rooms and halls; (8) to allow MORTGAGEE to inspect the Premises at all reasonable times and to permit access thereto for that purpose; (9) to pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to MORTGAGEE; and in case of the failure of MORTGAGOR, its successors or assigns, to pay or discharge any of the foregoing, then MORTGAGEE, may, but need not, make any payment or perform any act herein set forth in any manner and form deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessments.

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(10.) That it is the intent hereof to secure payment of said NOTE whether the entire amount shall have been advanced to the MORTGAGOR at the date hereof or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this MORTGAGE or the NOTE hereby secured;

(11.) IF all or any part of the property or an interest therein is sold or transferred without MORTGAGEE's prior written consent, including any transfer of title to the subject Premises, whether direct or indirect, including, but not limited to, a change of ownership of the beneficial interest in a land trust, if the MORTGAGOR is a land trustee, the entering into a contract to sell the subject Premises, the entering into articles of agreement for deed, or the entering into an agreement providing for an escrow sale, MORTGAGEE may, at MORTGAGEE'S option, declare all sums secured by this MORTGAGE to be immediately due and payable. The meaning of this provision is that there shall be an acceleration of the obligation, at the MORTGAGEE'S option, in the event of any change in ownership, however said ownership is held, and whether or not said change is legal, equitable or otherwise, whether it be directly or indirectly, of the premises covered hereby without the consent of the MORTGAGEE, excluding (a) the creation of a lien or encumbrance subordinate to this MORTGAGE, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise or descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase. MORTGAGEE shall have waived such option to accelerate if, prior to the sale or transfer, MORTGAGEE and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to MORTGAGEE and that the interest payable on the sums secured by this MORTGAGE shall be at such rate with such transfer fees and service charge (points) as MORTGAGEE shall request. IF MORTGAGEE has waived the option to accelerate provided in this paragraph, and if MORTGAGOR's successor in interest has executed a written assumption agreement accepted in writing by MORTGAGEE, MORTGAGEE may release MORTGAGOR from all obligations under this MORTGAGE and the NOTE secured hereby.

(12) IF MORTGAGEE exercises such option to accelerate, MORTGAGEE shall mail a notice of acceleration to MORTGAGOR at MORTGAGOR'S last known address. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which MORTGAGOR may pay the sums declared due. IF MORTGAGOR fails to pay such sums prior to the expiration of such period, MORTGAGEE may, without further notice or demand on MORTGAGOR, invoke any remedies permitted herein. In the event that the MORTGAGEE or the holder of the NOTE shall learn of a transfer of the property (as described above) and decide not to accelerate the sums secured by this MORTGAGE, the MORTGAGEE may, without notice to the MORTGAGOR, deal with such successor or successors in interest with reference to this MORTGAGE and the debt hereby secured in the same manner as with the MORTGAGOR, and may forbear to sue or 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.

(13.) That time is of the essence hereof, and if default be made in performance of any covenant herein or in the NOTE contained, or if proceedings be instituted to enforce any other lien or charge upon any of said Premises, or upon the filing of a proceeding in bankruptcy by or against the MORTGAGOR, or if the MORTGAGOR shall make an assignment for the benefit of MORTGAGOR's creditors or if MORTGAGOR's property be placed under control of or in custody of any court, or if the MORTGAGOR abandons any of such property, 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 and apply toward the payment of said indebtedness any indebtedness of the MORTGAGEE to the MORTGAGOR, and said MORTGAGEE may also immediately proceed to foreclose this MORTGAGE.

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(14.) In any suit or proceeding to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale, all expenditures and expenses, together with interest thereon at a rate equivalent to the post-maturity rate set forth in the NOTE secured hereby, 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 fees, sheriff's fees and commissions, court costs, costs for service of process, 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 true title to or value of said Premises, and all amounts as aforesaid, together with interest as herein provided, shall become additional indebtedness of and 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 shall first 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 surplus, if any, shall be paid to the MORTGAGOR, and the purchaser shall not be obliged to see to the application of the purchase money.

(15.) In case the mortgaged property or any part thereof is damaged, or destroyed by fire or any other cause, or taken by condemnation, then the MORTGAGEE is hereby empowered to receive any compensation which may be paid. Any monies so received shall be applied by the MORTGAGEE, as it may elect, to the immediate reduction or payment in full of the indebtedness secured hereby, or to the repair and restoration of the Premises. In the event the MORTGAGEE makes inspections and disbursements during the repair and restoration of the Premises, the MORTGAGEE may make a charge not to exceed Two Per Cent (2%) of the amount of each such disbursement.

(16.) That each right, power and remedy herein conferred upon the MORTGAGEE is cumulative of every other right or remedy of the MORTGAGEE, whether herein or in the Note or by law conferred, and may be enforced concurrently therewith; that no waiver by the MORTGAGEE of performance of any covenant herein or in said Note contained shall thereafter in any manner affect the right of MORTGAGEE to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender shall include the feminine, and the singular number shall include the plural, and that all rights and obligations under this MORTGAGE shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the MORTGAGOR and MORTGAGEE.

(17.) MORTGAGOR, for itself and its successors and assigns and all who may claim through or under it, waives any and all right to have the Real Estate, as now or hereafter improved, marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Real Estate sold as an entirety. MORTGAGOR does hereby expressly waive any and all rights of redemption from sale under an order or judgment of foreclosure of the lien of this MORTGAGE on behalf of MORTGAGOR, and each and every person claiming by, through or under MORTGAGOR, except judgment creditors of MORTGAGOR, acquiring any interest in or title to the Real Estate subsequent to the date of this MORTGAGE.

This MORTGAGE is executed by FIRST STATE BANK AND TRUST COMPANY OF FRANKLIN PARK not personally but as Trustee as aforesaid, in exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said NOTE contained shall be construed as creating any liability on the Trustee

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or on FIRST STATE BANK AND TRUST COMPANY OF FRANKLIN PARK personally to pay the said NOTE or any interest it may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the MORTGAGOR and its successors and said FIRST STATE BANK AND TRUST COMPANY OF FRANKLIN PARK personally are concerned, the legal holder or holders of said NOTE and the owner or owners of any indebtedness accruing hereunder shall look solely to the Premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said NOTE provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, FIRST STATE BANK AND TRUST COMPANY OF FRANKLIN PARK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its

James P. Evans Vice President and its Corporate Seal to be hereunto affixed and attested by its Assistant Secretary/Assistant Trust Officer, the day and year first above written.

FIRST STATE BANK AND TRUST COMPANY OF FRANKLIN PARK, as Trustee as aforesaid, and not personally,

BY: James P. Evans
Asst Vice President

ATTEST: Harold D. Bedford
Assistant Trust Officer

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

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that the above-named Assistant Vice President and Assistant Secretary/Assistant Trust Officer of FIRST STATE BANK AND TRUST COMPANY OF FRANKLIN PARK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Ass't Vice President and Assistant Secretary/Assistant Trust Officer respectively, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary/Assistant Trust Officer then and there acknowledged that she as custodian of the Corporate Seal of said Bank, did affix the Corporate Seal to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

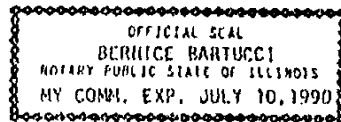
GIVEN under my hand and Notarial Seal this 15th day of December, 1986.

BOX 338 J 89

THIS DOCUMENT PREPARED BY: macl to:

Warren R. Fuller
55 W. Monroe Street
Chicago, Illinois 60603
312-372-3874

Berlice Bartucci
NOTARY PUBLIC



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