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COMMERCIAL MORTGAGE 4 | 5

THIS MORTGAGE is made December 15, 1986, between Bank of Ravenswood 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 August 22, 1986, and known as Trust Number 25-7989 (hereinafter referred to as "Mortgagor") and the American National Bank of Libertyville, a National Banking Corporation, doing business in the State of Illinois, (hereinafter referred to as "Mortgagee").

W I T N E S S E T H :

WHEREAS, Bank of Ravenswood has executed an Installment Note dated December 15, 1986, in the aggregate principal sum of One Hundred Twenty Five Thousand and No/100ths Dollars (\$125,000.00) made payable to the order of the Mortgagee, said Note being made a part hereof by reference; and

WHEREAS, the American National Installment Note of One Hundred Twenty Five Thousand and No/100ths Dollars (\$125,000.00) is hereinafter sometimes referred to as the "INDEBTEDNESS" or the "NOTE"; and

WHEREAS, all beneficiaries of Mortgagor have directed Mortgagor to execute this Mortgage to secure the Indebtedness.

NOW, THEREFORE, to secure (i) the payment of the indebtedness, all extensions and renewals thereof, (ii) the repayment of any advances or expenses of any kind incurred by the Mortgagee pursuant to the provisions or on account of the Note or this Mortgage (iii) the performance and observance of all of the terms, covenants, provisions and agreements of this Mortgage, and the Note, if any, the parties agree as follows:

The Mortgagor does hereby grant, bargain, sell, release, convey, assign, transfer, mortgage and confirm unto the Mortgagee and grant a security interest in the real estate described as follows:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE 3RD P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 32; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 32, A DISTANCE OF 766.16 FEET; THENCE NORTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 88 DEGREES 53 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 900 FEET; THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID NORTH EAST 1/4, A DISTANCE OF 378.39 FEET TO THE EASTERLY LINE OF TAMELING COURT AS DEDICATED BY DOCUMENT 22236160 FOR THE POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 427.56 FEET; THENCE SOUTHERLY ALONG A LINE THAT IF EXTENDED, WOULD INTERSECT THE SOUTH LINE OF THE NORTH EAST 1/4 AS AFORESAID AT A POINT 1574.34 FEET EASTERLY OF (MEASURED ALONG SAID SOUTH LINE) THE CENTER OF SAID SECTION 32, A DISTANCE OF 437.61 FEET TO A POINT 462.41 FEET NORTHERLY OF THE SOUTH LINE OF SAID NORTH EAST 1/4; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF SAID NORTH EAST 1/4, A DISTANCE OF 515.9 FEET TO THE EASTERLY LINE OF TAMELING COURT AS AFORESAID; THENCE NORTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 196.30 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE, BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS 360.3 FEET AND BEING TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 216.95 FEET; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE, BEING ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 459.58 FEET AND BEING TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 45.58 FEET TO THE POINT OF BEGINNING, IN HANOVER TOWNSHIP, IN COOK COUNTY, ILLINOIS.

PROPERTY CONTIGUOUS TO  
 31W222 BARRIOTT RD,  
 BARRIOTT, IL  
 PIN # 06-32-201-017 w/ 1/2 NE 1/4

To have and to hold the property unto the Mortgagee and its successors and assigns forever, for the uses and purposes herein set forth.

915137 70-85-112W  
 W 99  
 333  
 This instrument was prepared by and mail to:  
 Edward R. Wendell  
 American National Bank of Libertyville  
 1201 South Milwaukee Ave  
 Libertyville, Illinois 60152

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Together with all improvements, tenements, hereditaments, easements and all types and kinds of furniture, fixtures and equipment whether now on the premises or hereafter erected, installed or placed thereon or therein or whether physically attached thereto or not, are and shall be deemed a part of said real estate as between the parties hereto, and all persons claiming by, through or under them, as a portion of the security for said indebtedness; and also all the estate, right, title and interest of the Mortgagor in and to the premises; and,

The Mortgagor hereby releases and waives all rights under and by virtue of the Homestead Exemption laws of the State of Illinois. Mortgagor shall not, and will not, apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "moratorium laws", now existing or hereinafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws.

Further, Mortgagor does hereby pledge and assign to Mortgagee, from and after the date hereof, primarily and on a parity with said real estate and not secondarily, all the rents, issues and profits of the premises and all rents, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the premises, and does hereby transfer and assign all such leases to Mortgagee together with the right, but not the obligation, to collect, receive and receipt for all avails thereof, to apply them to said indebtedness and to demand, sue for and recover the same when due or payable. Mortgagee, by acceptance of the Mortgage, agrees, as a personal covenant, applicable to the Mortgage only, and not as a limitation or condition hereof and not available to any lessee or tenant, that until a default shall be made or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Mortgagor covenants and agrees:

1. To pay or cause to be paid, when due, all sums secured hereby.

2. Not to abandon the premises; to keep the premises in good condition and repair and not to commit or suffer waste; to pay for and complete within a reasonable time any building at any time in the process of erection upon the premises; to promptly repair, restore or rebuild any building, or improvement now or hereafter on the premises which may become damaged or destroyed; to refrain from impairing or diminishing the value of the security; to make no material alterations of the premises.



3. To comply with all requirements of law or municipal ordinances governing the premises and the use thereof; and to permit Mortgagee, or its agents, to inspect the premises at all reasonable times.

4. To keep the premises free from mechanics' or other liens or claims for liens of any kind; to pay or cause to be paid, when due, any indebtedness which may be secured by a lien or charge on the premises, and, upon request, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such liens or claims.

5. To pay, or cause to be paid, ten days before any penalty attaches, all general taxes and to pay, or cause to be paid, when due, all special taxes, special assessments, water charges, drainage charges, sewer service charges and other charges against the premises, or any kind whatsoever, which may be levied, assessed, charged or imposed on the premises, or any part thereof.

6. To promptly pay all taxes and assessment assessed or levied under and by virtue of any state, federal or municipal law or regulation hereafter passed, against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage.

7. To exhibit to Mortgagee, at least annually and at any time upon request, official receipts showing full payment of all taxes, assessments and charges which Mortgagor is required, or shall elect, to pay or cause to be paid hereunder.

8. To deliver to Mortgagee all original leases covering the premises which Mortgagee may at any time request, with proper assignments thereof; and neither to procure, permit not accept any prepayment of any rent nor to release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid, without Mortgagee's written consent.

9. To keep the premises continuously insured, until the indebtedness secured hereby is fully paid against loss or damage under such types of hazard and liability insurance and in such forms, amounts and companies as may be approved or required from time to time by Mortgagee (in the absence of any specified requirements, such insurance shall be under policies providing for payment by the insurance companies of moneys sufficient either to pay the full cost of replacing or repairing the premises or to pay in full the indebtedness secured hereby); all policies whether or not required by the terms of this Mortgage, shall contain loss payable clauses in favor of Mortgagee (or, in case of foreclosure sale, in favor of the owner of the certificate of sale); in the event of loss, Mortgagee shall immediately notify Mortgagee in writing and Mortgagee hereby authorizes and directs each and every insurance company concerned to make payments for such loss directly and solely to Mortgagee (who may, but need not, make





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proof of loss) and Mortgagee is hereby authorized to adjust, collect and compromise, in its discretion, all claims under all policies, and Mortgagor shall sign, upon demand by Mortgagee, all receipts, vouchers and releases required by the insurance companies, and the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured and any application thereof to the indebtedness shall not relieve Mortgagor from making the payments herein required until the indebtedness is paid in full. Mortgagee may, from time to time, at its option, waive and, after any such waiver, reinstate any or all provisions hereof requiring deposit of insurance policies, by notice to Mortgagor in writing.

10. To deliver to Mortgagee, all policies of insurance with evidence of premiums prepaid (renewal policies to be delivered not less than ten days prior to the respective dates of expiration), and all abstracts of title, title guarantee policies, Torrens certificates of title and other evidence of title to the premises, all of which shall be held by Mortgagee without liability, and in the event of foreclosure of this Mortgage or transfer of title to the premises in extinguishment of said indebtedness, shall become the absolute property of Mortgagee.

11. If required by Mortgagee, to make or cause to be made monthly deposits with Mortgagee, in a non-interest bearing account, in addition to the payments required by the Note, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the premises, and (if so required) one-twelfth of the yearly premiums for insurance on the premises. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due. Mortgagor shall pay or cause to be paid to Mortgagee on demand any insufficiency of such account to pay such Mortgagee on demand any insufficiency of such account to pay such taxes, assessments and premiums when due. Upon any default under this Mortgage, Mortgagee may apply any funds in said account to any obligation then due under this Mortgage. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided, shall not be affected, except insofar as the obligations thereunder have been actually met by compliance with this paragraph. Provided Mortgagor makes timely payment of all taxes, assessments and insurance premiums, the Mortgagee agrees not to require monthly deposits. If at any time such payments are not timely made, Mortgagee shall have the right to require that monthly deposits be made and, in addition, that a lump sum deposit, an amount equal to six months taxes and insurance be made.

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12. Any awards or damage resulting from condemnation proceedings or the taking or injury of the premises for public use (all such awards, to the total amount of the indebtedness secured by this Mortgage, are hereby transferred and assigned to Mortgagee) shall be paid to Mortgagee and the proceeds or any part thereof may be applied by Mortgagee, at its option, after the payment of all of its expenses, including costs and attorneys fees, to the reduction of the indebtedness hereby secured and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.

13. In the event of default in performance of any of Mortgagor's covenants or agreements herein contained, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor, in any form and manner 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 any other lien, encumbrance, suit, title or claim thereof, or redeem from any tax sale or forfeiture affecting the premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable with notice and with interest thereon at the default rate provided in the Note secured hereby. Mortgagee, making any payment hereby authorized relating to taxes or assessments shall be the sole judge of the legality and validity thereof and of the amount necessary to be paid in satisfaction thereof.

14. All guaranteed debt shall at the option of the Bank become immediately due or accrued and be payable by the guarantor upon any of the following events, conditions or acts: (i) the failure of Bank of Ravenswood as Trustee under Trust Number 25-7989 dated August 22, 1986 to make timely payment of any amount due under the terms of the Installment Note dated Dec 15, 1986 in the amount of One Hundred Twenty Five Thousand and No/100 Dollars (\$125,000.00); (ii) failure by Bank of Ravenswood as Trustee under Trust Number 25-7989 dated August 22, 1986 or any guarantor to make any timely payment of any other indebtedness due to Bank when due; (iii) failure of Bank of Ravenswood as Trustee under Trust Number 25-7989 dated August 22, 1986 or any guarantor to comply with any of the terms of any other Collateral document executed to secure any of the Indebtedness identified in (i) and (ii) above; (iv) falsification in any material respect at any time of any statement application or agreement furnished to the Bank by any guarantor; (v) failure of any guarantor, after request, to furnish the Bank with additional or periodical financial statements as required from time to time; (vi) insolvency of

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13. Any award of damages shall be made by the court in its discretion and the fact of the award shall not be a bar to the award of costs. The award of costs shall be made by the court in its discretion and the fact of the award shall not be a bar to the award of damages. The award of damages shall be made by the court in its discretion and the fact of the award shall not be a bar to the award of costs. The award of costs shall be made by the court in its discretion and the fact of the award shall not be a bar to the award of damages.

14. In the event of default in payment of any award of damages or costs, the court may order the defendant to pay the award of damages or costs with interest. The award of damages or costs shall be made by the court in its discretion and the fact of the award shall not be a bar to the award of interest. The award of interest shall be made by the court in its discretion and the fact of the award shall not be a bar to the award of damages or costs. The award of damages or costs shall be made by the court in its discretion and the fact of the award shall not be a bar to the award of interest.

15. All judgments and orders of the court shall be enforceable as if they were judgments and orders of a court of competent jurisdiction. The award of damages or costs shall be made by the court in its discretion and the fact of the award shall not be a bar to the award of interest. The award of interest shall be made by the court in its discretion and the fact of the award shall not be a bar to the award of damages or costs. The award of damages or costs shall be made by the court in its discretion and the fact of the award shall not be a bar to the award of interest.

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any guarantor, or the inability of any guarantor to pay debts as they mature; (vii) any admissions, either verbally or in writing, by any guarantor or the inability to pay debts as they mature; (viii) proceedings in bankruptcy, or for reorganization of any guarantor, or for the readjustment of any of their respective debts, under the Bankruptcy Act, as amended, or any part thereof, or under any other Laws, whether state or federal, for the relief of debtors, now or hereafter existing, shall be commenced by any guarantor, or shall be commenced against any guarantor and shall not be discharged within thirty (30) days of their commencement, or any Guarantor shall have procured, permitted or suffered, voluntarily or involuntarily, any creditor to obtain a lien not permitted herein upon all or any substantial part of its property; (ix) a receiver or trustee shall be appointed for any guarantor for any substantial part of its respective assets, and such receiver or trustee shall not be discharged within thirty (30) days of their commencement; (x) any creditor of any guarantor securing any judgment, attachment, execution or levy against any guarantor or against the property of any guarantor in an aggregate amount which is in excess of \$25,000.00 and which is not paid, discharged, released, bonded, stayed on appeal or otherwise fully satisfied within a period of thirty days from its entirety; (xi) death or incompetency of any guarantor; (xii) failure of any guarantor to pledge or grant or cause to be pledged or granted to the Bank a continuing security interest in the COLLATERAL, or to furnish additional COLLATERAL immediately upon request from the Bank when the Bank, in good faith, shall deem itself insecure; (xiii) failure of any guarantor, after request, to furnish the Bank with signed financing statements or documents or assignment, within three business days from the date of notification by Bank that these documents must be signed; (xiv) any and all other events or circumstances which cause the Bank, in good faith, to deem itself insecure.

15. In the event of a default, then:

(a) All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable with notice, with interest thereon, from the date of the first of any such defaults at the penalty rate; and

(b) Mortgagee may immediately foreclose this Mortgage. The court in which any proceeding is pending for that purpose may, at once or at any time thereafter, either before or after sale, without notice to Mortgagor, and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the premises, or whether the same shall be occupied 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 costs incurred in the management and operation of the premises, prior and co-ordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree; and

(c) Mortgagee shall, at its option have the right, acting through itself, its agents or attorneys, pursuant to process of law, to enter upon and take possession of the premises and property, expel and remove any persons, goods or chattels, occupying or upon the same, and 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 attorney's fees and all expenses incurred in the protection, care, maintenance, management and operation of the premises, apply the remaining net income upon the indebtedness secured hereby, or upon any deficiency decree entered by virtue of any sale held pursuant to a decree of foreclosure.

16. In any foreclosure of this Mortgage, there shall be allowed and included in the decree for sale, to be paid out of the rents or proceeds of such sale:

(a) All principal and interest remaining unpaid and secured hereby;

(b) All other items advanced or paid by Mortgagee pursuant to this Mortgage with interest at the penalty rate from the date of advancement;

(c) All court costs, fees of the Master in Chancery, reasonable attorneys' fees, appraiser's fees, expenditures for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantee policies, Torrens certificates and similar data with respect to title, as Mortgagee may deem necessary. All expenditures and expenses of the type mentioned in this subparagraph (c) shall become so due and payable, with interest at the default rate provided in the Note secured hereby, in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for





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the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. The proceeds of any foreclosure sale shall be distributed and applied to the items described in subparagraph (a), (b) and (c) in order of priority inversely to the manner in which said subparagraphs are above listed and any surplus of the proceeds of such sale shall be paid to Mortgagor.

17. No remedy or right of Mortgagee shall be exclusive of, but shall be in addition to, every other remedy or right now or hereafter existing at law or in equity. No delay in exercising or omission to exercise, any remedy or right accruing on default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

18. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note and loan agreement, and without notice or consent:

(a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.

(b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordination, modifying or otherwise dealing with the lien or charge hereof.

(c) Exercise or refrain from exercising or waive any right Mortgagee may have.

(d) Accept additional security of any kind.

(e) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

19. Upon full payment of all sums secured hereby at the time and in the manner provided, then this conveyance shall be null and void and within thirty days after written demand therefor a reconveyance or release of the premises shall be made by Mortgagee to Mortgagor.

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The release of any information... shall be subject to the provisions of the Freedom of Information Act... The purpose of this Act is to ensure that the public has access to information about the activities of the federal government... The Act applies to all federal agencies and departments... Information that is exempt from disclosure under the Act is not to be released...

13. No release of information... shall be made... unless the release is in the public interest... The release of information... shall be subject to the provisions of the Freedom of Information Act... The Act applies to all federal agencies and departments... Information that is exempt from disclosure under the Act is not to be released...

14. Without affecting the... of the... any other person... shall be subject to the provisions of the Freedom of Information Act... The Act applies to all federal agencies and departments... Information that is exempt from disclosure under the Act is not to be released...

(a) Release of information... shall be subject to the provisions of the Freedom of Information Act... The Act applies to all federal agencies and departments... Information that is exempt from disclosure under the Act is not to be released...

(b) If a release of information... shall be subject to the provisions of the Freedom of Information Act... The Act applies to all federal agencies and departments... Information that is exempt from disclosure under the Act is not to be released...

(c) Exercise of... shall be subject to the provisions of the Freedom of Information Act... The Act applies to all federal agencies and departments... Information that is exempt from disclosure under the Act is not to be released...

(d) Access... shall be subject to the provisions of the Freedom of Information Act... The Act applies to all federal agencies and departments... Information that is exempt from disclosure under the Act is not to be released...

(e) Release of information... shall be subject to the provisions of the Freedom of Information Act... The Act applies to all federal agencies and departments... Information that is exempt from disclosure under the Act is not to be released...

15. Upon... shall be subject to the provisions of the Freedom of Information Act... The Act applies to all federal agencies and departments... Information that is exempt from disclosure under the Act is not to be released...

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20. As further security for the indebtedness hereby secured, the Mortgagor has, concurrently herewith, executed and delivered to the Mortgagee a separate instrument (herein called the "Assignment") dated as of the date hereof, wherein and whereby, among other things, the Mortgagor has assigned to the Mortgagee all of the rents, issues and profits and/or any and all leases and/or the rights of management of the premises, all as therein more specifically set forth, which said Assignment is hereby incorporated herein by reference as fully and with the same effect as if set forth herein at length.

21. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendees and assigns of the parties hereto, and the word "Mortgagor" shall include all persons claiming under or through Mortgagor and all persons claiming under or through Mortgagee and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this mortgage. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

22. TO THE MAXIMUM EXTENT APPLICABLE AND ALLOWABLE UNDER THE PROVISIONS OF ILLINOIS REVISED STATUTES, CHAPTER 110, SECTIONS 12-124 AND 12-125 AS NOW EXISTING OR HEREINAFTER AMENDED, THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OR REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE 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, ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

23. Mortgagor represents and warrants that it has good right and good power to sell and convey the property and to execute this Mortgage, and that Mortgagor will make any further assurances of title that the Mortgagee may require, and will warrant to defend said property against all claims and demands whatsoever.

24. A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Note or any other document given by the Mortgagor to secure the indebtedness, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver, but all of the terms, covenants, conditions and other provisions of the Mortgage and of such other documents shall survive and continue to remain in full force and effect.

25. All notices, demands and requests given or required to be given by either party to the other party shall be in writing. All notices, demands and requests by Mortgagee to Mortgagor shall be deemed to have been properly given if sent by U. S. registered or certified mail, postage prepaid.





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addressed to Mortgagor: c/o Foderaro Investment Partnership, 31 W. 222 West Bartlett Road, Bartlett, Illinois 60102, or to such other address as Mortgagor may from time to time designate by written notice to Mortgagee given as herein required. All notices, demands and requests by Mortgagor to Mortgagee shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid, addressed to Mortgagee at: American National Bank of Libertyville, 1201 South Milwaukee Avenue, Libertyville, Illinois, 60048, or to such other address as Mortgagee may from time to time designate by written notice to Mortgagor.

26. Mortgagor further agrees that in the event Mortgagee assigns this Mortgage and its rights hereunder to a real estate investment trust, Mortgagor will execute such modifications of this Mortgage as the assignee may reasonably require, provided such modifications do not materially affect the obligations of Mortgagor hereunder.

27. In the event any provision of this Mortgage is determined to be unenforceable or void by any court of competence jurisdiction or otherwise, the remaining terms, conditions and provision of this Mortgage shall remain in full force and effect and binding on the parties hereto.

28. In the event that the Mortgagor, or any of them, are not signatories to the Note referred to herein, it is the express intention of said Mortgagors to act as accommodation makers for the individuals and/or corporations who have executed the above referred to Note, or who will execute future notes to be secured by this Mortgage. Said accommodation makers fully understand and acknowledge that the consideration for the lending of their credit and the pledging of the property described herein is the extension of credit and making of the loan by the Mortgagee to the signatories of the Notes and/or Loan Agreement described herein.

29. As additional consideration for the making of this loan, the sufficiency of which is hereby acknowledged, the Mortgagor agrees that subsequent to the execution of this Mortgage, the Mortgagor will not assign, grant, or convey any right, title or interest which the Mortgagor may have in the real property described and pledged herein. The Mortgagor further agrees that he will not assign any beneficial interest or portion thereof which he may own in the afore-described property; nor will he enter into any contract to sell, lease, convey or cause to be conveyed any interest he may have in the property, whether it be legal or equitable; nor will he enter into any lease or sublease or grant any option to purchase or lease said property; nor will he surrender possession or any portion of or cause possession to be altered in any manner as it exists on the day of the execution of this Mortgage; nor shall he pledge, grant or warrant the property in a subsequent mortgage or trust deed for the purpose of collateralizing a loan; nor shall he direct the transfer of said real estate to



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or from any existing trust. The provisions of this Paragraph may be waived by the Mortgagee, but only by a signed writing of a duly authorized officer of the Mortgagee, upon written application by the Mortgagor. Any breach of the terms and conditions of this Paragraph shall constitute a default under the terms and conditions of this Mortgage and the Note or Notes and Loan Agreements secured hereby.

30. This mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

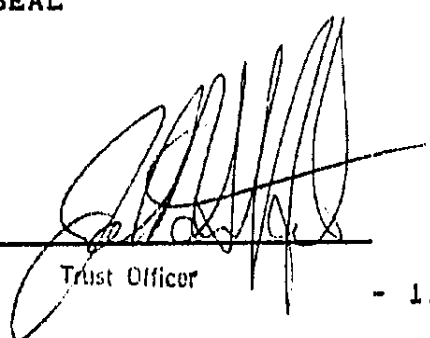
This Mortgage is executed by Bank of Ravenswood not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the said Bank of Ravenswood, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on the said Mortgagor or on the said Bank of Ravenswood, personally to pay the said Note or any interest that 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 Mortgagee and every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors and said Bank of Ravenswood personally are concerned, the legal holder or holders of said Note and the owner or owners of the indebtedness accruing hereunder shall look solely to any one or more of: (1) the premises hereby conveyed and the rents, issues, and profits thereto, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided; (2) any other security given to secure said indebtedness; (3) the personal liability of the makers of the note; or (4) the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, the Bank of Ravenswood, as Trustee as aforesaid and not personally, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Trust Officer, the 15<sup>th</sup> day of December, 1941.

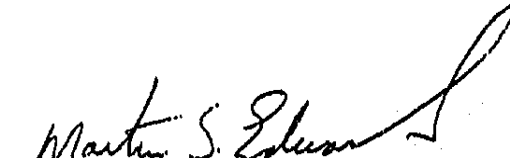
BANK OF RAVENSWOOD  
not personally, but as Trustee  
as aforesaid.

SEAL

ATTEST:

  
\_\_\_\_\_  
Trust Officer

BY:

  
\_\_\_\_\_  
Vice President

ITS:

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