

1986 JAN 15 AM 11:03

86019903

REAL ESTATE MORTGAGE

THE ABOVE SPACE FOR RECORDERS USE ONLY

Wool
DF
62-17-683

THIS INDENTURE, made November 13, 1985, between OLY FAMILY PARTNERSHIP

herein referred to as "Mortgagors", and THE MORTON GROVE BANK, a corporation of Illinois, herein referred to as "Mortgagee", witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to THE MORTON GROVE BANK

Morton Grove, Illinois, in the principal sum of One Hundred Seventy Three Thousand and no/100 (\$173,000.00) Dollars, evidenced by an Instalment Note of the Mortgagors of even date herewith, made payable to the order of the Mortgagee and

delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 12-1/4 per cent per annum in instalments as follows: Two Thousand One Hundred Four and no/100th Dollars,

on the 1st day of February, 1986, and Two Thousand One Hundred Four and no/100th Dollars on the 1st day of each month thereafter until said Note is fully paid except that the final pay-

ment of principal and interest, if not sooner paid, shall be due on the 1st day of January, 1991, 8700 North Waukegan Road

All of said principal and interest being made payable at the office of Mortgagee at Morton Grove, Illinois, or at such other place as the holder of the Note may from time to time appoint in writing. All such payments on account of the indebtedness evidenced by said Note shall be first applied to interest on the unpaid principal balance and the remainder to principal. Each of the installments of principal shall bear interest after maturity until paid at the rate provided in said Note.

NOW, THEREFORE, the Mortgagors to secure payment of said note, or any renewals of said note or any additional advances hereafter made by Mortgagee to or on behalf of Mortgagor, and for repayment of any other indebtedness now or hereafter due from Mortgagors to Mortgagee, in accordance with the terms, provisions and limitations of this mortgage and the performance of the covenants and agreements herein contained, MORTGAGE AND WARRANT to Mortgagee, its successors and assigns, the following real estate situated in the County of Cook, State of Illinois, which said (free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive and free from all right to retain possession of said real estate after default in payment for breach of any of the covenants and agreements herein contained), to-wit:

(See Rider Attached Hereto and Made a Part Hereof)

62-14-100-079-1008 BM

15.00

86019903

which with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and 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, (inador beds, awnings, stoves and water heaters. 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 mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

plus rider and rider This mortgage consists of two pages. The covenants, conditions and provisions appearing on the reverse side of this mortgage are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors this 13th day of November, 1985

STATE OF ILLINOIS, I, Nanelle Bernier, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Edward Z. Olczyk

who personally known to me to be the same person whose name subscribed to the foregoing mortgage, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said mortgage as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 13th day of November, A. D. 1985 Nanelle Bernier Notary Public

ADDITIONAL COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE.

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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 or to holder of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal policies to holder of the note and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Mortgagee or the holder of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture, affecting said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee or the holders of the note to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice. Inaction of Mortgagee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Mortgagee or the holder of the note hereby secured making any payment hereby authorized relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned both principal and interest, when due according to the terms hereof. At the option of the holder of the note, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall, notwithstanding anything in the note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or holder of the note for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee or holder of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, when paid or incurred by Mortgagee or holder of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this mortgage the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Mortgagee or the holder of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

The terms and conditions of the Individual Installment Note dated November 13, 1985, in the amount of \$173,000.00 executed by OLY FAMILY PARTNERSHIP secured hereby, are hereby incorporated herein and made a part hereof. See rider attached hereto and made a part hereof for additional terms and conditions.

00000000

86019903

| | |
|----------------|------------------------------|
| D NAME | The Morrison Grove Bank |
| E STREET | 8700 North Waukegan Road |
| I CITY | Morton Grove, Illinois 60053 |
| V INSTRUCTIONS | OR BOX 393-TH |

| |
|---|
| FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE |
| 327 RIMINI COURT Palatine, Illinois |
| This Instrument Was Prepared By David L. Hubman, 1737 W. Howard (Name) (Address) |

UNOFFICIAL COPY

RIDER TO REAL ESTATE MORTGAGE DATED NOVEMBER 23, 1985, IN THE AMOUNT OF \$173,000.00 EXECUTED BY OLY FAMILY PARTNERSHIP.

12. It is further covenanted and agreed that Mortgagor shall deposit with Mortgagee insurance in form and content as approved by Mortgagee and shall be carried in companies approved by the Mortgagee and the policies and renewals, marked "paid" shall be delivered to the Mortgagee at least thirty (30) days before the expiration of the old policies and shall have attached thereto standard noncontributing mortgage clauses in favor of Mortgagee and entitling Mortgagee to collect any and all proceeds under such insurance, as well as standard waiver of subrogation endorsement and a provision requiring that the coverage evidenced thereby will not be terminated or materially modified without ten (10) days' prior written notice to Mortgagee, all to be in form and content acceptable to Mortgagee.

13. In case of loss or damage by fire or other casualty, the Mortgagee is authorized (a) to settle and adjust any claim under insurance policies which insure against such risks or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, the Mortgagee is authorized to collect and receipt for any such money. Provided that the insurers do not deny liability as to the insureds, and as long as this Mortgage is not in default, such insurance proceeds after deducting therefrom any expense incurred in the collection thereof, shall be made available by the Mortgagee for the rebuilding or restoration of the buildings and improvements on the premises. In all other cases such insurance proceeds may, at the option of the Mortgagee either be applied in the reduction of the indebtedness secured hereby, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagor for the cost of rebuilding or restoring of buildings or improvements on said premises. The buildings and improvements thereon shall be restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction. In any case, where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed upon the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and if such cost exceeds the insurance proceeds the receipt of such additional funds as necessary to cover such cost and with architect's certificates, waivers of lien, contractor's and subcontractor's sworn statements and other evidence of cost and payments so that the disbursing party can verify that the amounts disbursed from time to time are represented by completed and in place work and said work is free and clear of mechanics' lien claims. No payment made prior to the final completion of the work shall exceed ninety (90%) per cent of the value of the work performed from time to time and at all times the undischursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of completion of the work free and clear of liens. If the cost of rebuilding, repairing or restoring the building and improvements can reasonably exceed the sum of Ten Thousand (\$10,000.00) Dollars then the Mortgagee shall approve plans and specifications of such work before such work shall be commenced. Any surplus which may remain out of said insurance proceeds after payment of such cost of building or restoration shall, at the option of the Mortgagee be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto.

14. Any sale, conveyance or transfer of any right, title or interest in the premises specifically described in this Mortgage to secure the payment hereof or any part thereof, without the prior written approval of the Mortgagee conveyance, mortgage or encumbrance of the premises or any part thereof as security for any debt without the prior written approval of the Mortgagee shall constitute a default hereunder on account of which the holder may

86019903

UNOFFICIAL COPY

RIDER TO REAL ESTATE MORTGAGE DATED NOVEMBER 13, 1985, IN THE AMOUNT OF \$173,000.00 EXECUTED BY OLY FAMILY PARTNERSHIP.

declare the entire indebtedness evidenced by the Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.

15. The Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the premises taken or damaged under the power of eminent domain or by condemnation. Provided that such premises requires rebuilding or restoration and so long as this Mortgage is not in default, any award, after deducting therefrom any expenses in collection thereof, shall be made available by the Mortgagee for the rebuilding of the premises in accordance with plans and specifications to be submitted to and approved by the Mortgagee. In all other cases, the Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or make said proceeds available for restoration or rebuilding of the premises in accordance with plans and specifications to be submitted to and approved by the Mortgagee. In the event said proceeds are made available for rebuilding or restoration by the election of the Mortgagee as aforesaid, the proceeds of the award shall be paid out in the same manner as provided in Paragraph 25 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. Any surplus which may remain out of said award after payment of such cost of building or restoration shall, at the option of the Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto.

16. That if any action or proceeding be commenced (except any action to foreclose this Mortgage or to collect the debt secured hereby) to which action or proceeding the Mortgagee is or becomes a party or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Mortgagee for the expense of any litigation (including reasonable attorneys' fees) to prosecute or defend the rights and lien created by this Mortgage shall on notice and demand be paid by the Mortgagee together with the interest thereon at the rate provided in said Note, and shall be a lien on said Real Estate prior to any right or title to, interest in or claim upon the Real Estate, subordinate to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note; that in any action or proceeding to foreclose this Mortgage, or to recover the debt secured hereby, the provisions of law respecting the recovery of costs, disbursement and allowances shall prevail unaffected by this covenant.

17. Notwithstanding any provisions in this Mortgage to the contrary, if any one or more of the following events of default, which events are herein together referred to as "Events of Default", shall occur, all indebtedness of the Mortgagor arising hereunder or under the Note secured hereby or under any other document relating to this loan, including without limitation, the whole of the principal sum remaining unpaid under the Note, together with all accrued interest thereon, shall at the option of the Mortgagee become immediately due and payable, and may be recovered at once, by foreclosure or otherwise:

- (a) If default shall be made in timely making any payment provided for herein, in the Note or in any of the other documents relating to the loan; or
- (b) If default shall be made in the performance or observance of any term, covenant, provisions, representation, warranty, agreement, condition or obligation provided for herein, in the Note or in any other document relating to this loan, or in any

86019363

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF THE COUNTY OF COOK, ILLINOIS

CLERK OF THE COUNTY OF COOK, ILLINOIS

CLERK OF THE COUNTY OF COOK, ILLINOIS

CLERK OF THE COUNTY OF COOK, ILLINOIS

CLERK OF THE COUNTY OF COOK, ILLINOIS

88012003

UNOFFICIAL COPY

RIDER TO REAL ESTATE MORTGAGE DATED NOVEMBER 13, 1985, IN THE AMOUNT OF \$173,000.00 EXECUTED BY OLY FAMILY PARTNERSHIP.

written statement or certificate made or furnished to the Mortgagee at any time, shall be incorrect or untrue or shall otherwise be misleading.

18. Mortgagor agrees to pay a late charge of 5% of each installment in default more than ten (10) days to cover Mortgagee's additional expense of handling and collecting such delinquent installments. Mortgagor agrees to pay reasonable attorneys' fees, costs and expenses incurred by Mortgagee in collection and enforcement of the Note.

19. The Mortgagor declares that the loan to be disbursed under the Note is an exempted transaction under the Truth in Lending Act, 15 U.S.C. Section 1601 et seq., that the Note and this Mortgage which is security therefore are to be construed and governed by the Laws of the State of Illinois, and that the entire proceeds of the Note shall be used for business purposes as defined in Paragraph 6404 (4c) of Chapter 17 of the Illinois Revised Statutes.

20. It is further understood and agreed that the Mortgagee reserves the right to approve and/or install professional management of this property at any time this loan is forty-five (45) days in default of any payment.

21. The Mortgagor hereby waives any and all right of redemption from sale under any order or decree of foreclosure of this Mortgage on his 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 premises subsequent to the date of this Mortgage.

UNOFFICIAL COPY

The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears from the records of the Court.

Given under my hand and seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Court

Deputy Clerk of the Court

Deputy Clerk of the Court

Property of Cook County Clerk's Office

22012203

UNOFFICIAL COPY

TRIDER TO REAL ESTATE MORTGAGE DATED NOVEMBER 13, 1985 IN THE AMOUNT OF \$173,000.00 EXECUTED BY OLY FAMILY PARTNERSHIP.

LEGAL DESCRIPTION

PARCEL 1:

UNIT NO. 327 IN THE RENAISSANCE REAU CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

CERTAIN LOTS IN RENAISSANCE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF RENAISSANCE SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 1977 AS DOCUMENT 24125743, WHICH SURVEY IS ATTACHED AS EXHIBIT 'C' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24432968, TOGETHER WITH ITS UNDIVIDED PERCENTAGE, INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 24432968 AND AS AMENDED FROM TIME TO TIME AND AS CREATED BY DEED FROM CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 10, 1973 AND KNOWN AS TRUST NUMBER 62945 IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE TAX INDEX NO. 02-14-100-079-1008

PROPERTY COMMONLY KNOWN AS: 327 RIMINI COURT, PALATINE, ILLINOIS

Property of Cook County Clerk's Office

86019903

UNOFFICIAL COPY

STATE OF ILLINOIS

OFFICE OF THE CLERK OF THE SUPREME COURT

IN RE: [Illegible text]

[Illegible text]

[Illegible text]

Property of Cook County Clerk's Office

89013803