

ATTORNEYS' TITLE GUARANTY FUND, INC.  
1409 WRIGHT BOULEVARD  
SCHAUMBURG, IL 60193

86058134

MORTGAGE

THIS INDENTURE, made this 8th day of February, 1986, between the Mortgagor, PALATINE NATIONAL BANK (herein "Mortgagor"), not personally, but solely as Trustee under a Trust Agreement dated January 28, 1986, and known as Trust Number 4843, and the Mortgagee, FRANCES LAZZARA, LEO LA FRANCO AND GENEVIEVE LA FRANCO, personally, whose address is 109 Paramount Drive, Wooddale, Illinois 60191 and 624 Gilbert Drive, Wooddale, IL 60191, respectively (herein Mortgagee).

WHEREAS Mortgagor is justly indebted to Mortgagee upon the installment note of even date herewith, in the principal sum of \$87,000.00, (the "Principal Amount"), payable to the order of and delivered to Mortgagee (the "Note") which Note is incorporated herein by reference hereto, and by which Note Mortgagor promises to pay the said principal sum and interest at the rate and in installments as provided in the Note, with a final payment of the balance due on February 1, 1996, and all of said principal and interest payments are made payable at such place as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then, at the home of Mortgagee FRANCIS LAZZARO;

NOW THEREFORE, Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained by Mortgagor to be performed, and also in consideration of the sum of Ten Dollars (\$10.00) hand paid, the receipt of which is hereby acknowledged, does by these presents CONVEY AND WARRANT unto Mortgagee, and Mortgagee's successors and assigns, the real estate and all of their estate, right, title and interest therein, the following described property located in the City of Schaumburg, County of Cook, and State of Illinois, and is legally described on Exhibit A attached hereto and made a part hereof, which, with the Equipment and Personalty hereinafter described, is referred to herein as the "Property";

Mortgagor also hereby grants to the mortgagee, its successors and assigns, as rights and easement appurtenant to the above described real estate, the rights and easements for the benefits of said property set forth in the declaration of condominium aforesaid.

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 Mortgagor 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, awnings, refrigerators, stoves and water heaters replacements of any such apparatus, equipment or articles and all property owned by Mortgagor and used for similar purposes now or hereafter in or on the Property or in the improvements located thereon (the "Equipment") and all Mortgagor's right, title and interest in all other personal property located in or on the Property or the improvements located thereon (the "Personalty");

This mortgage is subject to all rights, easements, covenants, conditions restrictions and reservations contained in said declaration the same as though the provisions of said declaration were recited and stipulated at length herein.

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ATTORNEY GENERAL  
STATE OF ILLINOIS  
SPRINGFIELD, ILLINOIS

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On the 10th day of January, 1988, the undersigned, Attorney General, State of Illinois, did receive from the undersigned, [Name], a copy of a document purporting to be a copy of a document filed in the County of Cook, Illinois, on the 10th day of January, 1988, and which purports to be a copy of a document filed in the County of Cook, Illinois, on the 10th day of January, 1988.

The undersigned, Attorney General, State of Illinois, has reviewed the above described document and has determined that the same is a true and correct copy of the original document filed in the County of Cook, Illinois, on the 10th day of January, 1988, and which purports to be a copy of a document filed in the County of Cook, Illinois, on the 10th day of January, 1988.

The undersigned, Attorney General, State of Illinois, has determined that the above described document is a true and correct copy of the original document filed in the County of Cook, Illinois, on the 10th day of January, 1988, and which purports to be a copy of a document filed in the County of Cook, Illinois, on the 10th day of January, 1988.

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TO HAVE AND TO HOLD the Property unto Mortgagee, and Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth.

Mortgagor covenants and agrees as follows:

1. Condition of Property. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Property which may become damaged or be destroyed; (b) keep the Property, the Equipment by the Personalty in good condition and repair, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien thereof; provided, however, that Mortgagor shall have the right to contest the amount or validity in whole or in part of any mechanics' or other lien filed against the Property or any portion thereof, by appropriate proceedings diligently conducted in good faith so long as (i) the Property, or any part thereof, would not, by reason of such postponement of the discharge of such lien until the completion of Mortgagor's contest, be in imminent danger of being forfeited or lost; and (ii) upon Mortgagee's request, Mortgagor shall have either bonded over same or induced a title insurance company to insure over the same in a manner reasonably satisfactory to Mortgagee; (c) pay when due any and all indebtedness and installments thereof which may be secured by a lien or charge on the Property and/or the Equipment superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) comply with all requirements of law or municipal ordinances with respect to the Property and the use thereof; (e) remove any Equipment or Personalty except for Equipment or Personalty which has become worn out or obsolete and simultaneously with or prior to such removal any such Equipment or Personalty shall be replaced with Equipment or Personalty of equal or greater value and free from any title retention or security agreement or other encumbrance

2. Payment of Taxes & Monthly Condominium Assessments  
Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, Monthly Condominium Assessments and other charges against the Property when due for such taxes, assessments and charges which accrue on or after the date hereof, and are attributable to the period on or after the date hereof, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full, under protest, in the manner provided by statute or condominium declaration, any tax or assessment which Mortgagor may desire to contest. In the event that any general real estate taxes or special assessments affecting the Property covering any period prior to the date hereof accrue at any time, Mortgagee shall pay such taxes or assessments when due. In the event such taxes or assessments are not paid as aforesaid, Mortgagor shall have the right to make such payment, together with any penalty or interest accrued, and add the cost thereof to the amounts due under the Note and this Mortgage.

3. State Taxation of Mortgage. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Property, the Equipment or the Personalty, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then and in any

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such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee thereof; provided, however, that if in the opinion of counsel for the Mortgagee (a) it is unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable thirty (30) days from the giving of such notice.

4. State or Federal Taxation of Note. If, by the laws of the United State of America or of any state having jurisdiction over the Property, any tax is due or becomes due in respect of the issuance of the Note hereby secured, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to hold harmless and agrees to indemnify Mortgagee, and Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note secured hereby

5. Mortgagor's Right of Prepayment. Mortgagor shall have the privilege of making prepayments only as provided under the terms of the Note, and such payments shall reduce the amounts due under the Note in accordance with the terms thereof.

6. Insurance. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Property, insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby 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 or certificate of insurance, and shall deliver all policies or certificate of insurance, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. Mortgagee's Right to Cure. In case of default herein by Mortgagor and if Mortgagor fails to cure within the time period set forth herein, Mortgagee may, but need not, make any payment or perform any act hereinbefore or hereinafter required of Mortgagor in any form and manner deemed expedient, 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 the Property 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 attorneys' fees, and any other moneys advanced by Mortgagee to protect the Property, the Equipment and the Personality and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any default hereunder on the part of Mortgagor.

8. Payments by Mortgagee. Mortgagee, in making any payment hereby authorized relating to taxes or 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.

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9. Acceleration in Event of Default. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (i) immediately in case of default in the payment of any installment of interest on the Note, or (ii), when default shall occur in the performance of any other agreement of Mortgagor herein contained and such default shall continue for thirty (30) days; provided, however, that if said default referred to in (ii) above is of such a character as reasonably to require more than thirty (30) days to cure such default, Mortgagor shall have such additional time to cure such default as may be reasonably required for such cure if Mortgagor has commenced curing such default within said thirty (30) day period and is diligently and continuously pursuing such cure.

10. Foreclosure of Mortgage in Event of Default. 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 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, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee 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 Property. All expenditures and expenses of the nature in this section mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest at the rate provided for in the Note, when paid or incurred by Mortgagee in connection with any proceeding, including bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured.

11. Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Property 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, but not limited to all such items as are mentioned in Section 10 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 Mortgagor, its legal representatives or assigns, as their rights may appear.

12. Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint a receiver for the Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Property or whether the same shall be then occupied as a homestead or not, and Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Property during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, whether there be

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From the Clerk's Office, Cook County, Illinois, to the Honorable Board of Supervisors, Cook County, Illinois, dated this 1st day of January, 1921.

The following is a list of the names of the persons who have been appointed to the office of Justice of the Peace for the term ending on the 31st day of December, 1921:

ALBION J. BROWN, Justice of the Peace for the 1st Precinct, 1st District, 1st Ward, City of Chicago.

JOHN J. BROWN, Justice of the Peace for the 2nd Precinct, 1st District, 1st Ward, City of Chicago.

JOHN J. BROWN, Justice of the Peace for the 3rd Precinct, 1st District, 1st Ward, City of Chicago.

JOHN J. BROWN, Justice of the Peace for the 4th Precinct, 1st District, 1st Ward, City of Chicago.

JOHN J. BROWN, Justice of the Peace for the 5th Precinct, 1st District, 1st Ward, City of Chicago.

JOHN J. BROWN, Justice of the Peace for the 6th Precinct, 1st District, 1st Ward, City of Chicago.

JOHN J. BROWN, Justice of the Peace for the 7th Precinct, 1st District, 1st Ward, City of Chicago.

JOHN J. BROWN, Justice of the Peace for the 8th Precinct, 1st District, 1st Ward, City of Chicago.

JOHN J. BROWN, Justice of the Peace for the 9th Precinct, 1st District, 1st Ward, City of Chicago.

JOHN J. BROWN, Justice of the Peace for the 10th Precinct, 1st District, 1st Ward, City of Chicago.

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redemption or not, as well as during any further times when Mortgagor, 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 Property 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: (i) 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; (ii) the deficiency in case of a sale and deficiency

13. Defenses at Law. No action for the enforcement of the lien or of 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.

14. Inspection of Property and Books and Records. Mortgagee shall have the right to inspect the Property and all books and records related thereto at all reasonable times upon advance notice to Mortgagor and access thereto shall be permitted for that purpose.

15. Release of Mortgage. Mortgagee shall release this Mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

16. Security Agreement. This Mortgage shall operate as a security agreement under the provisions of the Illinois Uniform Commercial Code with respect to all Equipment and Personalty as hereinabove described and with respect to all property used or useful in the operation of the Property a business which is now owned or hereafter acquired by Mortgagor, and Mortgagor will execute and deliver such financing statements as the Mortgagee may require for any filing or refiling with respect to such security and will pay all costs of such filing or refiling, including reasonable attorneys' fees, incurred by Mortgagee.

17. Transfer Of The Property. If all or any part of the Property or any interest therein is sold, conveyed, assigned, or transferred without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than five (5) days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

18. Assignment of Rents. Mortgagor shall not assign the whole or any part of the rents, income or profits arising from the Property without the written consent of Mortgagee and any assignment thereof shall be null and void; that said rents, income or profits, in the event of any default by Mortgagor in the performance of any of the terms, covenants and provisions of this Mortgage or the Note, are hereby assigned to Mortgagee; and that upon notice and demand, Mortgagor shall transfer and assign to Mortgagee, in form satisfactory to Mortgagee, the lessor's interest in any lease now or hereafter affecting the whole or any part of the Property.

19. New Leases. Mortgagor shall not enter into any leases for any portion of the Property with a lease term of more than two (2) years.



20. Headings. The headings to the various sections of this Mortgage have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

21. Notices. All notices required or permitted by this Agreement shall be in writing and shall be executed by a beneficiary of the land trust. Any such notice shall be effective as of the date of actual delivery to the Lender as set forth in the Note, if delivered personally, or as of the third (3rd) day from the date of mailing when mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: According to the Note.

23. Governing Law. The parties acknowledge and agree that this Mortgage shall be governed by the laws of the State of Illinois.

24. Successors and Assigns. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under to through Mortgagor and the word "Mortgagor" when used herein shall include all such persons 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. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Note secured hereby.

25. Amendments. This Mortgage cannot be changed except by an agreement in writing signed by the party against whom enforcement of the charge is sought.

Witness the hand and seal of Mortgagor the day and year first written.

The PALATINE NATIONAL BANK  
not personally but as Trustee  
under Trust Agreement dated  
January 28, 1986 and known as Trust  
Agreement No. 4843.

By: XXXXXXXXXXXXXXXXXXXXXXXXXXXX

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The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Witness my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

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## MORTGAGE

THIS ~~XXXXXX~~ is executed by PALATINE NATIONAL BANK, 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 said PALATINE NATIONAL BANK hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said PALATINE NATIONAL BANK personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express 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 First Party and its successors and said PALATINE NATIONAL BANK 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, PALATINE NATIONAL BANK, not personally but as Trustee as aforesaid, 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 day and year first above written.

PALATINE NATIONAL BANK  
 As Trustee as aforesaid and not personally,  
 By [Signature] Vice President  
 ATTEST [Signature] Trust Officer

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STATE OF ILLINOIS }  
 COUNTY OF LAKE }

I, the undersigned  
 a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that  
William L. Olsen

Vice President of PALATINE NATIONAL BANK, and  
Rosanne DuPass

Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed 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 Trust Officer then and there acknowledged that she, as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank 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 7th

day of February A. D. 1186.

[Signature]  
 Notary Public

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Unit 908 Morse as delineated on survey of the following described Parcel of real estate (hereinafter referred to as Parcel): Lot 21, Block 7 in Centex-Schaumburg Industrial Park Unit No. 57, being a Subdivision of part of the North half of Section 33, Township 41 North, Range 10, East of the Third Principal Meridian, which survey is attached as Exhibit "A" to declaration of Condominium made by 1st Bank of Oak Park, as Trustee under Trust Agreement dated May 2, 1973, known as Trust No. 10060, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 23643260; together with an undivided 20 percent interest in said Parcel (exception from said Parcel all the property and space comprising all the units thereof as defined and set forth in said declaration and survey) also an exclusive easement for parking purposes in and to parking space numbers / to 3 and 16 to 18, defined and set forth in said declaration and survey in Cook County, Illinois.

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Return

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