

UNOFFICIAL COPY

This instrument was prepared by:
Harold E. Collins &
Associates, Ltd.
(Name)
343 S. Dearborn St. ...
Chicago, (Address) Illinois

86 067 656

MORTGAGE

2300

THIS MORTGAGE is made this 10th day of January 1986, between the Mortgagor, DIANE ADRIANOWICZ, widow and STANISLAW ROGUSKI, unmarried person (herein "Borrower"), and the Mortgagee, PHILLIP and VIVIAN W. FOWLER, husband and wife, whose address is RT. 1 - Box 107, Tinley Park, Illinois 60477 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWO HUNDRED FORTH THOUSAND DOLLARS (\$240,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 10, 1986 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the 24th day of January, 1986;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

*SEE Exhibit ONE, Schedule "A" Legal Description and Schedule "B" List of Chattels attached

Parcels No. 1; 2"A"; 2"B" and 2"C" of subject property are commonly known as 183rd Street and LaClaire Avenue, Tinley Park, Illinois 60477 (herein "Property address")

Parcel 3 of subject property are commonly known as 5658 West Diversity, Chicago, Illinois 60639 (herein "Property address")

TAX # 31-04-200-005 ✓
31-04-200-032, 034, 035 + 037 ✓
13-29-235-028 ✓
13-29-230-029 ✓
3332 N. Lawrence
Chgo. Ill. 60618

183rd St & LaClaire Ave.
+ Tinley Park, Ill

K

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1986 FEB 18 PM 2:40

86067656

..... (herein "Property Address");

This is a commercial loan transaction.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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1430212-69-71-166 - 70-37-354
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10/3/88 - DB

Handwritten notes: "Mortgage of Cook County, Illinois, 1 TD", "Diane Adriaanowicz", "Stanislaw Roguski", "3 1/3 %", "10/3/88", "Chicago, Ill. 60604".

(Space Below This Line Reserved For Lender and Recorder)

Notary Public: Dorothy M. Larson

959 190 98 86 067 656

My Commission expires: 10/3/88

Given under my hand and official seal, this 28th day of January, 1986

set forth.

signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the X

unmarried person personally known to me to be the same person(s) whose name(s) are

do hereby certify that Diane Adriaanowicz, widow and Stanislaw Roguski,

I, DOROTHY M. LARSON, a Notary Public in and for said county and state,

STATE OF ILLINOIS, COOK County ss:

STANISLAW ROGUSKI, unmarried person, Borrower

DIANE ADRIANOWICZ, WIDOW, Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees; and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of this Mortgage, except the original amount of the Note plus US \$ 500.00, be secured by this Mortgage. Lender shall release this Mortgage without charge.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, (the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage; and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees; and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of this Mortgage, except the original amount of the Note plus US \$ 500.00, be secured by this Mortgage. Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

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7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements involving a bankruptcy or decedent, then Lender, upon notice to Borrower, may make such appearance, disbursement of sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and consistent documents. If a condominium or planned unit development is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

4. **Charges; Taxes.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may be levied or assessed over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly pay to Lender all notices of amounts due under this paragraph, and in the event Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall, in good faith consent such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may be levied or assessed over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Taxes.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may be levied or assessed over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall, in good faith consent such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and consistent documents. If a condominium or planned unit development is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements involving a bankruptcy or decedent, then Lender, upon notice to Borrower, may make such appearance, disbursement of sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

EXHIBIT ONE

SCHEDULE A - LEGAL DESCRIPTION

*PROPERTY COMMONLY KNOWN AS FOWLER MUSHROOM FARM, 183RD & LACLAIRE AVENUE, TINLEY PARK, ILLINOIS; SECURED BY PHILLIP C. AND VIVIAN W. FOWLER, HUSBAND AND WIFE UNDER SECURITY AGREEMENT DATED 1/10/86; MORTGAGE DATED 1/10/86, INSTALLMENT NOTE DATED 1/10/86 AND ASSIGNMENT OF RENTS DATED 1/10/86.

LEGAL DESCRIPTION IS AS FOLLOWS:

✓ PARCEL 1:

31-04-200-032

THAT PART OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SAID SECTION 4, WHICH IS 525.87 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 55.00 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 95.00 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 55.00 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

✓ PARCEL 2"A"

31-04-200-005

THAT PART OF NORTH 50 ACRES OF WEST 1/2 OF NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN NORTH LINE OF SAID WEST 1/2 WHICH IS 350.58 FEET EAST OF NORTH WEST CORNER THEREOF; THENCE SOUTH PARALLEL TO WEST LINE OF SAID WEST 1/2 A DISTANCE OF 497.00 FEET, THENCE EAST PARALLEL TO SAID NORTH LINE A DISTANCE OF 175.29 FEET; THENCE NORTH PARALLEL TO SAID WEST LINE 497.00 FEET, TO A POINT IN SAID NORTH LINE OF SAID WEST 1/2; THENCE WEST ON SAID NORTH LINE 175.29 FEET TO POINT OF BEGINNING IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM:

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THAT PART OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH WEST CORNER OF SAID NORTH EAST 1/4; THENCE EASTERLY ALONG THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 350.58 FEET TO A POINT OF BEGINNING; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 152.55 FEET TO A POINT, THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE TO 097 DEGREES 56 MINUTES 26 SECONDS TO THE LEFT, OF THE LAST-DESCRIBED COURSE EXTENDED, A DISTANCE OF 106.31 FEET TO A POINT, THENCE EASTERLY ALONG A LINE FORMING AN EXTERIOR ANGLE OF 171 DEGREES, 35 MINUTES 27 SECONDS WITH THE LAST-DESCRIBED COURSE, A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 137.00 FEET TO A POINT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 175.29 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM LANDS DEDICATED FOR HIGHWAY PURPOSES) IN COOK COUNTY, ILLINOIS

AND

✓ PARCEL 2"B": 31-04-200-034

THAT PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT IN THE NORTH LINE OF SAID WEST 1/2 WHICH IS 275.29 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF THE SAID WEST 1/2 A DISTANCE OF 497.00 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF THE SAID WEST 1/2, A DISTANCE OF 75.29 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF THE SAID WEST 1/2 A DISTANCE OF 497.00 FEET, TO THE NORTH LINE OF THE SAID WEST 1/2; THENCE WEST ALONG THE SAID NORTH LINE A DISTANCE OF 75.29 FEET TO THE POINT OF BEGINNING (EXCEPTING THAT PART FALLING IN 183RD STREET AS WIDENED) IN COOK COUNTY, ILLINOIS

AND

PARCEL 2"C": 31-04-200-037

THAT PART OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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COMMENCING AT A POINT IN THE NORTH LINE OF SAID WEST 1/2 WHICH IS 525.87 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 497.00 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 202.94 FEET; THENCE NORTHERLY IN A STRAIGHT LINE A DISTANCE OF 497.00 FEET TO A POINT IN THE SAID NORTH LINE OF THE WEST 1/2 WHICH IS 735.68 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE WEST ON SAID NORTH LINE 209.81 FEET TO THE POINT OF BEGINNING EXCEPTING THEREFROM THE SOUTH 171.00 FEET THEREOF; ALSO EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF SAID NORTH EAST 1/4; THENCE EASTERLY ALONG THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 525.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 140.00 FEET TO A POINT; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 207.88 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 089 DEGREES 40 MINUTES 44 SECONDS TO THE LEFT OF THE LAST-DESCRIBED COURSE EXTENDED A DISTANCE OF 140.00 FEET TO A POINT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID WEST 1/2, A DISTANCE OF 209.81 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE NORTH LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OSD SECTION 4, WHICH IS 525.87 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 55.00 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 95.00 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 55.00 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

AND

*PROPERTY COMMONLY KNOWN AS 5658 WEST DIVERSITY, CHICAGO, ILLINOIS, SECURED AS COLLATERAL BY PHILLIP AND VIVIAN FOWLER, HUSBAND AND WIFE UNDER SECURITY AGREEMENT DATED 1/10/86; MORTGAGE DATED 1/10/86; ASSIGNMENT OF RENTS DATED 1/10/86 AND INSTALLMENT NOTE DATED 1/10/86.

LEGAL DESCRIPTION IS AS FOLLOWS:

PARCEL 3

LOTS 24 AND 25 IN THE SUBDIVISION OF LOTS 15 AND 16 IN KING AND PATTERSON'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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13-29-230-029- 2x 24
 13-29-230-028- 2x 25

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SCHEDULE B - CHATTEL LIST

- 1-- Ford 4000 Industrial Tractor
- 1-- Superior Loader
- 1-- Ford 335 Diesel Tractor-Leader
- 4-- Pannell conveyors (aluminum, electric)
- 1-- 24ft; 3 - 20ft; 1 - 10ft Donkey-
- 2-- 5ft Donkeys used to electrically and hydraulically move other conveyors in and out of the mushroom houses
- 2-- distributing conveyors (1 Farmco; 1 Pannell)
- 1-- 80ft Aluminum track
- 1-- Filling machine (electric, 5 H.P. Pannell)
-
- 4-- Steel Conveyors - for emptying mushroom houses
-
- 1-- Transporter for lead conveyor
-
- 1-- Cyclotherm Boiler (High Pressure - 20 H.P.)
-
- 1-- Combustion Equipment Boiler (High Pressure 50 H.P.)
-
- 1-- National Boiler (Low Pressure 5 H.P.)
-
- 1-- Pacific (Fire Box) (Low Pressure 50 H.P.)
-
- 1-- Generator (Electric Machine with Cummings Diesel Engine 50 K.W.)
-
- 1-- Honeywell (Phaza II) automatic pasteurizer including damper motor - Steam motor valves and accompanying proportionating control relay and set point control
-
- 2-- 10 ton; 2-5 ton; 2-7 ton stationary Air Conditioners along with their various cooling condensers.

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--1-- 7 1/2 ton; 1-5 ton; 2-4 ton; 2-3 ton self
container air conditioners

--6-- each non overload Blowers with motor (2 H.P.
electric) with stand, intake, dampers, ventila-
tion and filter containers

--1-- custom made (3 H.P. electric) Blower, damper,
ventilator and filter container

--1-- Energy Management System, Paragon Computer
ES-732

-- -- All inventory, meaning all merchandise, raw
materials, work in process, finished goods and
other tangible property now owned or hereafter ac-
quired by undersigned Debtors and held for sale or
lease or to be furnished under contracts of ser-
vice or used or consumed in undersigned's busi-
ness and all accessions or additions thereto and,
without limiting this definition, inventory in-
cludes all of Debtor's inventory of: all accounts,
accounts receivable, contract rights and chattel
paper now owned or hereafter acquired; and all
proceeds of products of all the foregoing.

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page 6 of 8

DIANE ADRIANOWICZ, WIDOW AND STANISLAW ROGUSKI, UNMARRIED PERSON, 3332 N. LAWDALE, TINELY PARK, ILLINOIS (hereinafter called "Debtor"), for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to PHILLIP C. AND VIVIAN W. FOWLER, HUSBAND AND WIFE, RT. 1-BOX 107, TINELY PARK, ILLINOIS (hereinafter called "Secured Party") a security interest in, and mortgages to Secured Party, the above described real estate, chattels, goods, inventory, accounts receivable and any and all additions and accessions thereto and products and proceeds of sale thereof (hereinafter called the "Collateral"):

The undersigned agrees to deliver to the holder additional collateral should the holder deem itself insecure.

At the option of the holder, all Obligations shall become immediately due and payable without notice or demand upon the occurrence of any of the following events of default; (a) failure of the undersigned, with or without demand or notice, to deliver additional security as above agreed; (b) default in the payment of any installment of principal or interest as hereinabove provided, or in the payment or performance of any liability or obligation of any of the undersigned or of any maker, endorser or guarantor of any liability or obligation of any of the undersigned, to the holder; (c) failure to pay when due any premium on any life insurance policy held as collateral hereto; (d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against, anymaker, endorser, or guarantor hereof; (e) default under any related collateral or other agreement between the holder and the undersigned, any endorser or guarantor; (f) permitting a lien or judgment to remain outstanding for thirty (30) days. Upon the occurrence of any such event of default, and at any time thereafter the holder shall have the remedies of a secured party under the Uniform Commercial Code. The requirement of 30 days notice shall be met if such notice is mailed, postage prepaid, to the undersigned at the address given below at least five days before the time of the sale or disposition.

Right is expressly granted to the holder at its option to transfer at any time to itself or to its nominee any securities pledged hereunder and to receive the income thereon and hold the same as security herefor, or apply it on the principal or interest due hereon or due on any liability secured hereby.

Any deposits or other sums at any time credited by or due from the holder to any maker, endorser or guarantor hereof and any securities or other property of any maker, endorser or guarantor hereof in the possession of the holder may at all times

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be held and treated as collateral security for the payment of the Obligations. The holder may apply or set off such deposits or other sums or other property against said liabilities or upon any other indebtedness at any time.

The holder may at its option, whether or not this note is due, demand, sue for, collect, or make any compromise or settlement it deems desirable with reference to collateral held hereunder. The holder shall not be bound to take any steps necessary to preserve any rights in the collateral against prior parties, which the undersigned hereby assumes to do.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this note. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right and/or remedy on any future occasion.

Every maker, endorser and guarantor of this note, or the obligation represented hereby, waives presentment, demand, notice, protest, and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this note, assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral, and/or to the addition or release of any other party or person primarily or secondarily liable.

The undersigned will pay on demand all costs of collection and attorneys' fees, incurred or paid by the holder in enforcing this note on default.

To secure the payment of said amount due or to become due hereunder, the undersigned, and each of them hereby authorizes irrevocably any attorney of any court of record to appear for the undersigned, or any one or more of them in such court, in term time or vacation, at any time after this note is not paid when due, either on its stated date of maturity or by election as aforesaid, and confess judgment without process in favor of the legal holder of this note for such amount as may appear unpaid thereon, together with costs and reasonable attorneys' fees, and to waive and release all errors which may intervene in any such proceeding, and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that the said attorney may do by virtue hereof. Notwithstanding any provision hereof or of any applicable law if this note does not evidence a debt created for business or commercial purposes, the holder

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