1430212-69-71-466 - 70-2735

UNOFFICIAL CORY 6

86 067 656

This instrument was prepared by: Harold E. Collins & Associates, Ltd..... (Name)

343. S. Dearborn St. . . Chicago, (Address) Illinois

MORTGAGE

19.86, between the Mortgugor, DIANE. ADRIANOWICZ, .. widow. and .STANISLAW ROGUSKI,unmarried .person......(herein "Borrower"), and the Mortgagee, PHILLIP and

WHEREAS, Borrower is indebted to Lender in the principal sum of TWO .HUNDRED. FORTH. THOUSAND. note dated. January . 10, . 1986 (herein "Note"), providing for monthly installments of principal and interest, with the only once of the indebtedness, if not sooner paid, due and payable on. the. 24th .day . of January, .. 1985 ...

To Secure to Lenda (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, wh'r 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:

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

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 commorty known as 5658 West Diversity, Chicago, Illinois 60639 (herein "Property address")

TAX# 31-04-200-006 31-04-200-032, 034, 55 +037 13-29-230-029 3332 71 Lawklate Chao. III. 60618

10318 St & La Clarel me TWIEY PARK, III

COOK COUNTY, ILLINOIS FILED FOR RECORD

1986 FEB 18 PH 2: 40

86067656

XXXXX

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

This is a commercial Loan transaction.

Tomerties 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.

Given under my hand and official seal, this 38 My Commission expires: 10/3/8 algreed and delivered the sam his armental as ALOAS Alore and property and the party and property the party is the party and property that the party is the party is the party is the party in the party is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that . The Y . numarried, person personally known to me to be the same person(s) whose name(s) .. Are. do hereby certify that. Disare, Adrianowicz, wifow and Stanislaw Roguski...... DONOTHY M La BOM a Notary Public in and for said county and state, STATE OF ILLINOIS. . . . COOK IN WITHESS Whuneor, Borrower has executed this Mortgage.

wer. Borrewer shall pay all costs of recordation, it any.
Waiver of Amirestead. Borrower hereby waives all right of homestead exemption in the Property.

evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exercit he original amount of the Note plus US 2. No. 1.

22. Release. Upon payment of all sums secured by this Mortgage. Lender shall release this Mortgage without charge to Borrower, Mortgage, and secured by the Mortgage. Lender shall release this Mortgage without charge to Borrower. Borrower shall east of recordation if any those cents 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 make Future Advances to Borrower. Such Future and notes are secured hereby. At no time shall the principal amount of the

pass 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 afformey's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for these premiums.

hereby assignment of Rentst Appuintment of Receiver; Lender in Possession. As additional security hereunder, Borrower 20. Assignment of Rentst Appuintment of Receiver; Lender in Possession. As additional security hereunder paragraph 18 hereof or abandonnent of the Property, and at any time prior to the payable. Upon acceleration under paragraph 18 hereof or abandonnent of the Property, and at any time prior to the expiration of any period of redempiton following judicial sale. Lender, in person, by agent or by judicially appointed receiver, shall be applied to enter upon, take possession of and manage the Property and ut to collect the rents of the Property including those payable will the costs of management of the payable All rents of the property including those passes of management of the passes of

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

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the

manner provided under paragraph 2 hereof.

Any amounts dishursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Horrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take

any action hereunder.

B. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned

and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage. with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking hears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the

Property or to the sum; secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of xuch installments.

10. Borrower Not Refer set Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason (1) in demand made by the original Borrower and Borrower's successors in interest.

11. Furheurance by Lender Not a Walver. Any forhearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's

right to accelerate the maturity of the indehtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or

remedy under this Mortgage or afforded by law or 'qu'r', and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and ", erall Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall into e to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several, The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applican's law to be given in another manner. (a) any notice to Borrower provided for in this Mortgage shall be given by mailing to be notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may desirante by notice to Lender as pravided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to I ender's address stated herein or to such a state of the such other address as Lender may designate by notice to Borrower as possided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mort age combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applic of law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this

end the provisions of the Mortgage and the Note are declated to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time

of execution or after recordation hereof.

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or efcum trance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c), cransfer by devise. descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less NAKKANISH KERNISH TO PROPERTY TO DOTO NO RECEIVE WELL

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 1-1 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. It Borrower tails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mall notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach: (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19, Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage.

Burrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

Notigage, or if any action of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action of proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disbursement of sums and take such action as is, necessary to protect Lender's interest, including, but not limited to, disbursement of easonable 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 insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

were a part hereof. tider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider 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 it the rider was a man become 6. Preservation and Maintenance of Property: Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall keep the Property in good repair and shall comply with the provisions of any lease it this Mortgage is on a lenschold. 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 condominium or planned unit development, the by-laws and regulations of the or coverants of the condominium or planned unit development in the condominium or planned unit development in the by-laws and regulations of the or condominium or planned unit development in the development of the condominium or planned unit development.

านอกเรเกษาย or postpone lite due date of the monthly installments referred to in paragraphs I and 2 hereof or charts the amount of such installments. It under paragraph 18 hereof the Property is acquired by Lender, all right, little and interprets of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition shall pass to Lender to the extent of the sum secured by this Mortgage immediately prior to such sale or Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically tensible and the security of this Mortgage would not thereby impaired, it such restoration or repair is not economically leasible or it it is secured by this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, it any, paid to Borrower. It the Property is abandoned by Borrower, or it Borrower (ails to respond to [a.,4-r within 30 days from the date, notice is mailed by Lender to Borrower that the insurance currier offers to settle a claim (at a surance benefits, Lender and collect and apply the insurance proceeds at Lender's option either to restoration of the Property or to the Storage of the Property and Borrower otherwise auter in writing any carch application of proceeds to net claim shall not extend or to the Borrower otherwise auter in writing any carch application of proceeds to net claim shall not extend

Borrower shall give prompt notice to the insurance carrier and Lender. Lender, at stee proof of loss if not made promptly and Borrower shall promptly furnish to Lender all renewal notices and an receipts of paid premiums. In the event of loss, All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage classed in form acceptable to Lender, Lender shall have the right to hold the policies and renewals thereof,

insurance carrier.

5. Hazard fissurance, Borrower shall keep the imp ovarious now existing or heracticar erected on the Property insured against loss by fire, hazards as borrower shall keep the imp ovarious now existing or heracticar erected on the Property insured against loss by fire, hazards included within the term "overinge", and such other hazards as Lender may require auch approva and for such periods as Lender may require that Lender shall not require that insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that insurance paragraph 2 hereof or, if not paid in such manner, Ly Jorrower making payment, when due, directly to the insurance carrier.

payes thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this payment directly, Borrower shall promptly furnish to Lender the seeing a such payments. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly furnish to Lender receipts evidencing such payments of discharge any such lien so long as 6 recover shall agree in writing to the payment of the obligation secured by reciping a manner acceptable to Lender, or shall it contest such lien in a manner acceptable to Lender, or shall it root furth contest such lien in the interpretation accounted by proceedings which operate to easily a part the tien or lorfeiture of the Property or any part thereof.

5. Havard insurance, Borrower shall been the interport services as bereatter, borrower shall been the interport services as bearetter insurant enterings and part thereof. 4. Chargest Liens, Borrower had pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under pringenants 2 hereof oi, if no paid in such manner, by Borrower making payment, when due, directly to the provided under pringenants.

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

Lander at the time of a polication as a credit against the sums secured by this Mortgage.

Upon paymer, it full of all sums secured by this Mortgage. Lender shall promptly refund to Borrower any Funds held by Lender. If an Lender, it are 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

by Lender to borrower requesting payment thereof. assessments, insurance premiums and ground tents as they fall due, such excess shall be, at Borrower's option, either promptly recaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Letics' shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is malled by Letics from the date notice is malled. the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

by this Mortgage.

They ment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Mote, prepayment and fate charges as provided in the Mote, and the principal of and interest on any Future Advances secured by this Mortgage.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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. COVLER, 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:

3404-200-032

THAT PART OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP J5 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 SOURTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 1/40.00 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:

86 067 656

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 027 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-DESCED 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 1.75.29 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 THEREDF; 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 FIET, 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:

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 ADONG 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-DESCRO 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 15 525.87 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE SOUTH FARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 140.00 FELT 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 FELT, 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 SALD 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 PHILLIPLAND VIVIANWFOWLER, HUSBAND AND WIFE UNDER SECURITY AGREEMENT DATED 1/10/86; MORTGAGE DATED 1/10/86; ASSIGNMENT OF RENTS DATED 1/10/86 AND INSTALLMENT 13-29-230-029-NOTE DATED 1/10/86.

LEGAL DESCRIPTION IS AS FOLLOWS:

13-29-230.028- Et 25 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.

SCHEDULE B - CHATTEL LIST

	1	Ford 4000 Industrial Tractor	
	1	Superior Loader	
	1	Ford 335 Diesel Tractor-Leader	
	1	Pannell conveyors (aluminum, electric)	
	1	24ft; 3 - 20ft; 1 - 10ft Donkey-	
	2	Sto 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)	
		Steel Conveyors - for emptying mushroom houses	
	1	Transporter for lead conveyor	
w ~ <i>^</i> -	1	Cyclotherm Boiler (High Pressure - 20 H.P.)	•
]	Combustion Equipment Boiler (Higo Pressure 50 : H.P.)	÷
ee en en s	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.	
~		Honeywell (Phaza II) automatic pasteurizer in- cluding damper motor - Steam motor valves and accompanying proportionating control relay and set point control	<u> </u>
	2	10 ton; 2-5 ton; 2-7 ton stationary Air Conditioners along with their various cooling condensers.	

- each non overload Blowers with motor (2 H.P. electric) with stand, intake, dampers, ventilation and filter containers
- --1-- custom made (3 H.P. electric) Blower, damper, yentilator 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 acquired by undersigned Debtors and held for sale or lease or to be furnished under contracts of service or used or consumed in undersigned's business and all accessions or additions thereto and, without limiting this definition, inventory includes 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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DIANE ADRIANOWICZ, WIDOW AND STANISLAW ROGUSKI, UNMARRIED PERSON, 3332 N. LAWNDALE, 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, TINLEY 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 therest (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 collaieral 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 addrss 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 of 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 orother 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 orassion 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, asserts 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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irrevocably disclaims, waives and releases all rights to place a lien arising by virtue of a judgment entered by confession on any residential real property in which the undersigned debtor now or hereafter has an interest.

As herein used, the word "holder" shall mean the payee or other endorsee of this note, who is in possession of it, or the bearer hereof, it this note is at the time payable to the bearer.

Interest on this note shall be computed for actual days on a 365 day --- -- year basis.

This is a Commercial Loan Transaction

DATED

DIANE ADRIANOWICZ

ADDRESS

STANISLAW ROGUSKI

STATE OF ILLINOIS

SS.

COUNTY OF C O O K

DIANE ADRIANOWICZ

STANISLAW ROGUSKI

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DIANE ADRIANOWICZ, widow and STANISLAW ROGUSKI, unmarried person, 3332 N.Lawndale, Tinley Park, Illinois, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 3821 day of

Notary Public