

UNOFFICIAL COPY

MORTGAGE 86105532
(Participation)

13.00

A-6031060

This mortgage made and entered into this 14th day of March 19 86, by and between J. WILLIAM GALLAGHER, a single person

(hereinafter referred to as mortgagor) and The FIRST NATIONAL BANK OF ANTIOCH

(hereinafter referred to as mortgagee), who maintains an office and place of business at 485 Lake Street, Antioch, IL 60002

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of COOK State of ILLINOIS

Unit No. A, 1/60 Robin Walk, Hoffman Estates, Moon Lake Village Two Story Condominium as delineated on the survey of: Certain Lots in Peter Robin Farms Unit One, being a subdivision of part of the South West quarter of Section 8, Township 41 North, Range 10, East of the Third Principal Meridian according to the Plat thereof recorded November 14, 1969 per document No. 21013530 in Cook County, Illinois: which survey is attached as Exhibit B to the Declaration of Condominium recorded as Document No. 24686037 together with its undivided percentage interest in the Common Elements as defined and set forth in the Declaration, as amended from time to time. 86105532

Grantor also hereby grants to Grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said real estate set forth in the aforesaid Declaration, and in the Moon Lake Village Condominium Community Declaration of Easements, Covenants and Restrictions (the "Community Declaration") recorded as Document No. 24686036 and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in the Declaration and the Community Declaration for the benefit of the remaining real estate described therein.

This Document is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in the Declaration and the Community Declaration the same as though their provisions were recited and stipulated at length herein.

P.I.N. # 07-08-300-019-1101

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee (hereinafter referred to as mortgagee) in fee simple or such other estate, if any, as is stated herein. Mortgagor hereby releases and waives all claims under and by virtue of the homestead exemption laws of the State of Illinois.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

guaranty of

This instrument is given to secure the payment of a promissory note dated March 14, 1986 in the principal sum of \$ 78,000.00, signed by J. William Gallagher in behalf of The Double Dipper, Inc., d/b/a Baskin Robbins Store #6513

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MORTGAGE

RECORDING DATA

BOX 333 - HV
DA

RETURN TO:

Name First Natl. Bank of Antioch

Address 485 Lake St.

Antioch, Ill. 60002

Beverly Terry

TO

This instrument prepared by:

Beverly Terry
First National Bank of Antioch
485 Lake St.
Antioch, Ill. 60002

My commission expires: 4-13-86

Notary Public

(NOTARIAL SEAL)

26550198

1986

GIVEN under my hand and notarial seal this 17 day of March, 1986, under and by virtue of the homestead exemption laws of this state, including the waiver of rights of redemption and waiver of all rights and benefits free and voluntary act and deed, for the uses and purposes therein set forth, acknowledged that they signed, sealed, and delivered the said instrument, as their same persons whose names are subscribed to the foregoing instrument, and before me, J. William Sullivan, personally known to me to be in the State aforesaid, do hereby certify that on this day personally appeared I, John F. Sullivan, a Notary Public in and for said County, STATE OF ILLINOIS))
(COUNTY OF COOK)

acknowledged that they signed, sealed, and delivered the said instrument, as their same persons whose names are subscribed to the foregoing instrument, and before me, J. William Sullivan, personally known to me to be in the State aforesaid, do hereby certify that on this day personally appeared I, John F. Sullivan, a Notary Public in and for said County, STATE OF ILLINOIS))
(COUNTY OF COOK)

(Add Appropriate Acknowledgment)

Executed and delivered in the presence of the following witnesses:

John F. Sullivan
2 300

1986 MAR 18 PM 12: 31 86105532

COOK COUNTY, ILLINOIS
RECORDS RECORD

26550198

J. William Sullivan

In Witness Whereof, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

(a) Mortgagor, on behalf of himself/herself and each and every person claiming by, through or under Mortgagor, hereby waives any and all rights of redemption, statutory or other, without prejudice to Mortgagor's right to any remedy, legal or equitable, which Mortgagee may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this Mortgage, and without prejudice to Mortgagee's right to a deficiency judgment or any other remedy to which Mortgagee is entitled in the event of foreclosure of this Mortgage.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisalment (the mortgagor having waived and assigned to the mortgagee all rights of appraisalment):

(i) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(ii) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(iii) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisalment.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at

be addressed to the mortgagor at

and any written notice to be issued to the mortgagee shall

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2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rents on said property to that extent.

7. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply in the name of the mortgagor, to execute and deliver valid acquittances therefor and to appeal from any such award.

8. He will not rent or assign any part of the rent of said mortgaged property or demolish or remove or substantially alter any building without the written consent of the mortgagee.

9. He will voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and he will not voluntarily create or permit to be created against the property subject to this mortgage any material for construction of any and all buildings or improvements now being erected or to be erected on said premises.

10. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration, or said property or any part thereof; in the event of failure of the mortgagor to keep the buildings or improvements in good repair, the mortgagee may make such repairs in its discretion; it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

11. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and general conditions thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagee will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

12. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

13. For better security of the indebtedness hereby secured, upon the request of the mortgagee, the successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by or after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior mortgage on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so, and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

14. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

15. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

16. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. All other fees reasonably incurred in any other way shall be paid by the mortgagor.

1. The mortgagor covenants and agrees as follows:

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration (13 C.F.R. 101.1(d)), this instrument is to be construed and enforced in accordance with applicable Federal law.

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