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PERMANENT LAX NUMBER: ★ 03-13-401-124-2030 77

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to not because the property affected hereby is legally described as follows.

THIS AMENDED MORTGAGE rentains to a centain each setse to a centain each setse to a centain of each setse to a centain the undersigned, as montgage dated in, lend to South Shore Bank of Chicage, as The South Shore Bank of Chicage, and Cook Count, littis, or May 30, 1988 as Document No. 10 Cook Count, littis, or May 30, 1988 as Document No. 2500, 100 Cook Count, littis, or May 30, 1988 as Document No. 2500, 1989 as Document

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(Participation)

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This mortgage made and entered into this day of May 1985 , by and between D.J.B. Express, Inc., an Illinois corporation

(hereinafter referred to as mortgagor) and South Shore Bank of Chicago

thereinafter referred to as

mortgagee), who maintains an office and place of business at Chicago, Illinois

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

That Part of the East & of the South East & of Section 18, Township (2 North, Range 11 East of the Third Principal Meridian, lying South of the Center Line of Rand Road, described as follows: Commencing at a point in the Center Line of Rand Road that is 154.40 feet Northwesterly of the Intersection of the Center Line of said Road with the Elast Line of said Section 18; thence Northwesterly along the Center Line of said Road 100.00 feet; thence Southwesterly 615.56 feet to a Point that is 718.00 feet East of the West line and 1810.5% feet to a Point that is 718.00 feet East of the West line and 1830.56 feet North of the South Line of said East 12 of the South [.as] 14 of Section 18; thence South parallel to the West line of said hast is of the South East is of Section 18, 149.67 feet; thence Northeastraly 726.92 feet to Point of beginning, in Cook County, Illinois

COMMON ADDRESS: 215 Rand Road, Arlington Heights, Illinois

03-18-401-024-0000 **ERMANENT TAX #:**

ST Clarks Together with and including all buildings, all fixtures including but not limited to all plumbing, firsting, lighting, ventilating, refrigerating, incincenting, air conditioning apparatus, and elevators (the mortgagor heir) declaring that it is intended that the items beecin enumerated shall be deemed to have been permanently installed a part of the realist. and all improvements now or hereafter existing thereon, the hereditaments and appurtenances and all other rights thereunto belonging, or in anywive appertaining, and the reversion and reversion, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property optioned discoverer, that the morngaging shall be entitled to the possession of said property and to collect and retain the reats, issues, and profits until default hereunders. To have and to hold the same unto the mortgager and the succession in interest of the mortgager forever

The mortgager 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 encombrances except as bereinabove 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.

This instrument is given to secure the payment of a promissors note dated MAY 14, 1985 in the principal sum of \$ 330,000.00 , ugned by Bonald & Pouman D.J.B. Express, Inc. in behalf of

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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.

1. The mortgagor covenants and agrees as follows:

- a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.
- b. 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 mortgages.
- c. 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. Attorness' fees reasonably incurred in any other was shall be paid by the mortgagor.
- d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors of assigns, he shall execute and deliver a supplemental mortgage or mortgages covering ans additions, improvements, or betterments made to the property hereinabove described and all property acquired by it offer 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 encumbrance 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.
- e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.
- f. He will continuously maintain hozard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or bereafter on said property, and will pay promptly when due any premiurly therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewal thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form ac epiable to the mortgagee. In event of loss, mortgager will give immediate notice in writing to mortgagee, and nortgagee may make proof of loss if not made promptly by mortgager, and each insurance company concerned is bereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgager and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its opinor either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property demiged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extragrashment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any hourance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, min by surrendered for a refund.
- g. He will keep all buildings and other improvements on said respectly in good repair and conditions will permit, commit, or suffer no waste, impairment, deterioration of each property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said provides and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full injoint of each and every such payment shall be immediately due and payable; and shall be secured by the lier of this mortgage.
- h. He will not 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 further, that he will keep and maintain the same tree from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected up to be erected on said premises.
- i. 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.
- j. 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 the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.
 - A. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.
- 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 mortgager or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgager 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 rentals on said property to that extent.

- er am 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 appraisement (the mortgagor having waived and assigned to the sportgages all eights of appraisement):
 - 11) at judicial sale pursuant to the provisions of 28 t. N. 2001 car; or
 - (11) at the option of the mortgagee, either by auction or by solicitation of scaled 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, hi 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 rand said mortgagee, or any person on behalf of said mortgagee, may hid 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 har all equity or right of redemp ion, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived an a 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 dispusition 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 tenanta residing over and shall furthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accombance with the provisions of law applicable to tenant-holding over. The power and agency hereby granted are coursed with an interest and are irrevocable by death or otherwise, and are gransed so cumulative to the remedies for could ction of said indebtedness provided by law.

- 4. The proceeds of any safe of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incr. (20) by the moragager for the purpose of protecting or main. taining said property, and resconable attorneys fees; secondly, to pay the indebtedness secured hereby, and thirdly, to pay any surplus or excess to the person or persons legally caticled thereto.
- 5. In the event said property is sold at a judicial foreclosure safe or pursuant to the power of sale hereinabore 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 appraisement.
- 6. In the event the mortgagor fails to pay any Federal, state, or local tax assignment, 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 more sagar 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 ·hall be canceled and surrendered.
- 7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective succemors 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 menforceable 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 10436 Eathy Court, Palos hills, Illinois

and any written notice to be issued to the mortgagee shall

be addressed to the martgages atte of him of 7824, it what for y. 11 vol. Chicago, 111 inots 60649 or allow Merchan of her brenze and are replaced to a remain of a remain page of a constant of her by allow a unity and an entry of the constant of the constan 1. ORM 926/18-25(16) 1 1/15

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

P.J.B. Express. Inc STATE OF ILLINOI COUNTY OF COOK btary Public in and for the said County, in the State aforesaid, do hereby, ertify that on this day personally appeared before me Donald € Bowman and personally known to me to be the same persons whose names are subscribed to the foregoing isntrument and known to me to be the President and _ to be the President and ______, respectively of D.J.B. Express, Inc., and acknowledged that they signed, stated and delivered the said instrument as , respectively of D.J.B. Express, Inc., their free and voluntary act and deed for the uses and purposes set forth therein, and that the seal affixed to the foregoing isntrument is the corporate seal and the said instrument was signed, sealed and delivered in the name and in behalf of said corporation by the authority of their stockholders and Board of Directors as the free and voluntary act of said corporation for the uses and purposes set forth therein, including the waiver of rights of redemption and waiver of all rights and benefits under and by virtue of the homestead exemption laws. Given under my hand and Notarial Seal this M day of May, 1985. Hany Q Me THIS INSTRUMENT PREPARED BY: Erica Pascal South Shore Bank of Chicago 7054 S. Jeffery Blvd. Chicago, Ulinois Ch. 264 11 (19150 ATT: CAICA PASCAC RECORDING DATA 7034 S Jailey