

UNOFFICIAL COPY

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86177447

Chicago, Illinois 60649

7054 S. Jeffrey Blvd.

South Shore Bank of Chicago

Erica Pascal

This instrument prepared by:

MAIL TO:

Erica Pascal
Notary Public

Given under my hand and Notarial Seal this 28th day of January, 1985.

IN WITNESS WHEREOF, this Amended Mortgage is signed and delivered by the undersigned, Cora El. Bowman, on behalf of C.D.B. Express, Inc. IN THE STATE OF ILLINOIS, County of Cook, I, Eric S. Brown, Notary Public, do hereby certify that before me this day came Cora El. Bowman, personally known to me to be the person whose name is subscribed to the foregoing instrument, and personally known to me to be the president of C.D.B. Express, Inc. and acknowledged that he signed the above instrument as the free and voluntary act and deed for the uses and purposes set forth herein, and that the seal affixed to the foregoing instrument is the correct seal and the said instrument has signed, sealed, and delivered in the name of and on behalf of the said corporation by the authority of the shareholders and the Board of Directors as the free and voluntary act of said corporation for the uses and purposes set forth, including the waiver of the rights of redemption and the waiver of all rights and benefits of the homestead exemption laws of this state.

Eric S. Brown
Notary Public

STATE OF ILLINOIS
COUNTY OF COOK

86177447

6 JAN -6 / 1985

ILLINOIS
NOTARY PUBLIC

Eric S. Brown
Notary Public

IN WITNESS WHEREOF, this Amended Mortgage is signed and delivered by the undersigned, Cora El. Bowman, on behalf of C.D.B. Express, Inc.

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MORTGAGE

(Participation)

850-10110

This mortgage made and entered into this 14 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

(hereinafter 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 $\frac{1}{2}$ of the South East $\frac{1}{4}$ of Section 18, Township 42 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 Northeasterly of the Intersection of the Center Line of said Road with the East 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 1810.56 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 $\frac{1}{2}$ of the South East $\frac{1}{4}$ of Section 18; thence South parallel to the West line of said East $\frac{1}{2}$ of the South East $\frac{1}{4}$ of Section 18, 149.67 feet; thence Northeasterly 726.92 feet to Point of beginning, in Cook County, Illinois

COMMON ADDRESS: 215 Rand Road, Arlington Heights, Illinois

PERMANENT TAX #: 03-18-401-024-0000

850-10110

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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 mortgagee 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 forever ~~in fee simple or such other estate, if any, as is stated herein.~~ Mortgagor hereby releases and waives all ~~rights under and by virtue of the Escheat and expropriation 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.

This instrument is given to secure the payment of a promissory note dated MAY 14, 1985 in the principal sum of \$ 330,000.00, signed by Donald E. Powman in behalf of D.J.B. Express, Inc.

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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 mortgagee.

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. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its 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 it 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 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 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 premium therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals 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, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, 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.

g. 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 of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises 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 amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien 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 free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or 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.

k. 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 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 rentals on said property to that extent.

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