

THIS INSTRUMENT WAS PREPARED BY

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John W. Modaff, Executive Vice President

THE FIRST NATIONAL BANK OF ELGIN

6 FOUNTAIN SQUARE PLAZA

ELGIN, ILLINOIS 60120

MORTGAGE

(Corporate Trustee Form)

024120

86241209

86241209

THIS INDENTURE WITNESSETH that the undersigned FIRST ILLINOIS BANK OF WILMETTE

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated July 9, 1981, and known as trust number TWB-0114 (hereinafter referred to as the Mortgagor), does hereby MORTGAGE AND WARRANT to THE FIRST NATIONAL BANK OF ELGIN, a National Banking Association, of Elgin, Illinois, (hereinafter referred to as the Mortgagee), the following described premises and property:

Lot 2 in Young's Resubdivision of part of the West 1/2 of the SW 1/4 of Section 29, Township 42 North, Range 13, East of the Third Principal Meridian, in the Village of Wilmette, Cook County, Illinois.

Commonly Known as: 2934 Indianwood Road, Wilmette, IL 60091

H.W.

Permanently Index Number: 05-29 316-062

Lot 2

Lot 2

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, airconditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including but not limited to venetian blinds, screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters, sprinkler equipment (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements after-acquired title, revisionary interests and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges therunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE

(1) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of **Four Hundred Thousand and no/100 * Dollars (\$400,000.00)** which Note, together with interest thereon as herein provided, is payable in consecutive monthly installments of **Interest Only** Dollars (**Interest Only**)

each, on the **12th** day of each month during the term of such Note, beginning with the **12th** day of **July**, 1986, which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full;

(2) any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of **Four Hundred Thousand and no/100 * Dollars (\$400,000.00)**, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage; and

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

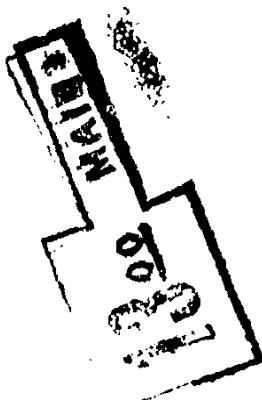
PROVIDED, HOWEVER, that if the Mortgagor shall pay the principal and all interest as provided in the Note, and shall pay all other sums hereinafter provided for, or secured hereby, and shall well and truly keep and perform all of the covenants herein contained, then this Mortgage shall be released at the sole expense of the Mortgagor, otherwise to remain in full force and effect.

THE MORTGAGOR COVENANTS

A. (1) to pay said indebtedness and the interest thereon as herein and in said Note provided, or according to any agreement extending the time of payment thereof; (2) to pay when due and before any penalty attaches thereto all taxes, (social taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) to keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosing, until expiration of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making the proceeds thereof payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a Master's or commissioner's deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose, and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) to keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (6) not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act, (7) to comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property; (9) to permit the Mortgagee or its representatives to inspect the premises from time to time, at reasonable hours, and as frequently as the Mortgagee considers reasonable; (10) to deliver the abstract of title to said premises and any title guaranty policy relating thereto to the Mortgagee, such to remain with the Mortgagee until said indebtedness is fully paid, and in case of foreclosure shall become the property of the purchaser at the foreclosure sale thereof.

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Property of Cook County Clerk's Office

DEPT-01 RECORDING \$13.25
TM2332 TRAN 3656 46/13/86 11 45 00
#E976 # A *-86-241209

862.11209

Katten, Muchin et al
525 W. Monroe Suite 1600
Chgo. Ill. 60606

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L. That at the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds in and for the county wherein the premises are situate, of a unilateral declaration to that effect.

M. That upon default by Mortgagor and following the acceleration of maturity as aforesaid, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby made at any time prior to foreclosure sale, by the Mortgagor, its successors or assigns, or by anyone in behalf of the Mortgagor, its successors or assigns, shall constitute an evasion of the prepayment privilege and shall be deemed to be a voluntary prepayment hereunder and such prepayment to the extent permitted by law, will therefore include a premium required under the prepayment privilege, if any, contained in the Note.

N. That all right to the rents, income, receipts, revenues, issues and profits from or due or arising out of the premises have been transferred and assigned simultaneously herewith to the Mortgagee as further security for the payment of said indebtedness under provisions of a certain instrument captioned Assignment of Rents, of even date herewith, executed by Mortgagor and to be recorded simultaneously herewith, the terms, covenants and conditions of which are hereby expressly incorporated herein by reference and made a part hereof, with the same force and effect as though the same were more particularly set forth herein. All or any Leases affecting the premises, shall, at the option of Mortgagee, be paramount or subordinate to this Mortgage.

O. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits when collected, may be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien he holds.

P. In the event the ownership of any property for which this Mortgage is security becomes vested in a person other than the Mortgagor named in said Mortgage, then, at the option of the holder of this Mortgage and the Note it secures, and without notice to the Mortgagor, or said transferee, the unpaid balance on the Note secured by this Mortgage and any advances made under it, or on the instrument securing it, together with interest, shall become due and payable in full, notwithstanding anything in said Note or Mortgage to the contrary therein stated.

Q. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

R. This mortgage is executed by the undersigned not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said undersigned warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said undersigned, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors personally are concerned, the legal holder or holders of said note and the owner(s) in equity of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

*The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its *Vice* President, and its corporate seal to be hereunto affixed and attested to by its *Secretary*, this *12th* day of *June*, *1986*.

FIRST ILLINOIS BANK OF WILMETTE

As Trustee as aforesaid and not personally
By *Melvin J. Smith*
Vice President, First office

ATTEST: *Craig S. Marrs*

Secretary

STATE OF *Illinois*
COUNTY OF *Cook* } ss

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT, *Melvin J. Smith*
personally known to me to be the *Vice* President of *First Ill Bank of Wilmette*
a corporation, and *Craig S. Marrs* personally known to me to be the same persons whose names are subscribed to the foregoing instrument,
Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument,
appeared before me this day in person and severally acknowledged that as such *Vice* President and
Secretary, they signed and delivered the said instrument as *Vice* President and *Secretary* of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this

12th day of

June, A.D. 19 *86*
Nancy Q. Lee
Notary Public

Nancy Q. Lee
My Commission Expires
1/31/88

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF THE FIRST ILLINOIS BANK
A *WILMETTE BANK* STAMPED ON
THE REVERSE SIDE HEREOF, IS
HEREBY EXPRESSLY INCORPORATED
HEREIN.

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1. In case the mortgaged property, or any part thereof, shall be taken by condemned action, the mortgagor shall be entitled to the proceeds of the sale, after payment of his expenses.

9. That under and in view of the essential features of all proceedings before the Board, in accordance with the law, of any Government of any State or Union territory, it is necessary that the Board may be enabled to make any charge upon any of said persons or on the Board itself, in respect of a proceeding in which the Board acts as a party against the State or Union territory by or against the Minister, or in the Minister's behalf, shall be liable to pay to the Board such amount as may be determined by the Board.

The Mortagagee may without notice to the Mortaggagee, at any part thereof becomes vested in a Person other than the Mortaggee.

The ModelAgreement under the date hereof of all a later date and to receive any other amount of amounts that may be added to the mortgagee

An additional *Acinetobacter* sp. was isolated from the sediment of Lake Nasser and found to have a higher and greater water content than the other *Acinetobacter* isolates. This isolate was designated as *A. baumannii* and was characterized by its ability to produce a large amount of extracellular polysaccharides.