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MORTGAGE

THIS MORTGAGE (herein referred to as "Mortgage") is made as of this 15th day of May, 1986, by and among Robert J. Frankel and Myrna J. Frankel, his wife, whose address is 906 Prince Charles Lane, Schaumburg, Illinois 60195 (herein referred to as "Mortgagor") and Continental Illinois National Bank and Trust Company of Chicago, a national banking association having its principal place of business at 231 South LaSalle Street, Chicago, Illinois 60604 (herein referred to as "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is the owner of the real estate commonly known as 906 Prince Charles Lane, Schaumburg, Illinois 60195 ("Property Address") and described on Exhibit A attached hereto and made a part hereof (the "Real Estate");

WHEREAS, Robert J. Frankel has previously executed and delivered to Mortgagee that certain unlimited unconditional Guaranty dated October 1, 1984, pursuant to which Robert J. Frankel guaranteed the prompt payment when due of all of the obligations of Medx, Inc. to Mortgagee (the "Guaranty"); and

WHEREAS, the obligations of Medx, Inc. to Mortgagee are secured by a first lien and security interest in certain personal property of Medx, Inc., including but not limited to, its inventory, equipment and accounts receivable (the "Assets"); and

WHEREAS, the obligations of Medx, Inc. owing to Mortgagee in the amount of \$1,736,473.80 as of June 13, 1986 have been satisfied in part by a Uniform Commercial Code foreclosure sale of the Assets;

WHEREAS, the amount of Medx, Inc.'s obligations owing to Mortgagee which are unsatisfied as of the date hereof is in excess of \$1,504,000.00; A portion of this debt is evidenced by Robert J. Frankel's note in the principal amount of \$37,500 dated the same date as this Mortgage ("Note"), which provides for monthly payments, without interest, provided that after Default as defined therein the principal balance remaining from time to time shall bear interest at ten percent (10%) per annum, which interest shall be payable on demand, with the full debt, if not paid earlier, due and payable on February 1, 2028; and

WHEREAS, This Mortgage secures to Mortgagee: (a) the repayment of the debt evidenced by the Note, without interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Mortgage; and (c) the performance of Mortgagor's covenants and agreements under this Mortgage and the Note.

NOW, THEREFORE, for and in consideration of the cancellation of the Guaranty, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Mortgagor,

MORTGAGOR HEREBY MORTGAGES, WARRANTS, GRANTS, SELLS, CONVEYS, TRANSFERS, BARGAINS AND ASSIGNS TO MORTGAGEE, AND GRANTS TO MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER A CONTINUING SECURITY INTEREST IN AND TO THE REAL ESTATE

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TOGETHER 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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

MORTGAGOR COVENANTS that at the execution and delivery hereof Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances set forth in Exhibit B attached hereto and made a part hereof (hereinafter together with all minor encumbrances on the Property which are not liens against the Property and do not materially affect the ownership or use of the Property or the priority of the lien of this Mortgage, called the "Permitted Exceptions"). Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to the Permitted Exceptions.

Mortgagor and Mortgagee covenant and agree as follows:

1. Payment of Principal Without Interest; Prepayment and Late Charges. Mortgagor shall promptly pay when due the principal of the debt evidenced by the Note without interest and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. At the request of Mortgagee, Mortgagor shall pay to Mortgagee on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Mortgage; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items" Mortgagee may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Mortgagee if Mortgagee is such an institution). Mortgagee shall apply the Funds to pay the escrow items. Mortgagee may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Mortgagee pays Mortgagor interest on the Funds and applicable law permits Mortgagee to make such a charge. Mortgagor and Mortgagee may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Mortgagee shall not be required to pay Mortgagor any interest or earnings on the Funds. Mortgagee shall give to Mortgagor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Mortgagee, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Mortgagor's option, either promptly repaid to Mortgagor or credited to Mortgagor on monthly payments of Funds. If the amount of the Funds held by Mortgagee is not sufficient to pay the escrow items when due, Mortgagor shall pay to Mortgagee any amount necessary to make up the deficiency in one or more payments as required by Mortgagee.

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Upon payment in full of all sums secured by this Mortgage, Mortgagee shall promptly refund to Mortgagor any Funds held by Mortgagee. If under paragraph 19 the Property is sold or acquired by Mortgagee, Mortgagee shall apply, no later than immediately prior to the sale of the Property or its acquisition by Mortgagee, any Funds held by Mortgagee at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Mortgagee under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Mortgagor shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Mortgagor shall pay them on time directly to the person owed payment. Mortgagor shall promptly furnish to Mortgagee all notices of amounts to be paid under this paragraph. If Mortgagor makes these payments directly, Mortgagor shall promptly furnish to Mortgagee receipts evidencing the payments.

Mortgagor shall promptly discharge any lien which has priority over this Mortgage unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Mortgagee's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. If Mortgagee determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, Mortgagee may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Mortgagee requires insurance. This insurance shall be maintained in the amounts and for the periods that Mortgagee requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard mortgage clause. Mortgagee shall have the right to hold the policies and renewals. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damages, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened, the

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insurance proceeds shall be applied to the sums secured by this Mortgage, wither or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may collect the insurance proceeds. Mortgagee may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Mortgagee, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Mortgagor shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Mortgage is on a leasehold, Mortgagor shall comply with the provisions of the lease, and if Mortgagor acquires fee title to the Property, the leasehold and fee title shall not merge unless Mortgagee agrees to the merger in writing.

7. Protection of Mortgagee's Rights in the Property; Mortgage Insurance. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage or the Note, or there is a legal proceeding that may significantly affect Mortgagee's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the Property and Mortgagee's rights in the Property. Mortgagee's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Mortgagee may take action under this paragraph 7, Mortgagee does not have to do so.

Any amounts disbursed by Mortgagee under this paragraph 7 shall become additional debt of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate of ten percent (10%) per annum and shall be payable, with such interest, upon notice from Mortgagee to Mortgagor requesting payment.

If Mortgagee required mortgage insurance as a condition of making the loan secured by this Mortgage, Mortgagor shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Mortgagor's and Mortgagee's written agreement or applicable law.

8. Inspection. Mortgagee or its agent may make reasonable entries upon and inspections of the Property. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. In the event of a partial taking of the Property, unless Mortgagor and Mortgagee otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due.

Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Mortgagor Not Released; Forbearance By Mortgagee Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release the liability of the original Mortgagor or Mortgagor's successors in interest. Mortgagee shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor or Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Mortgagee and Mortgagor, subject to the provisions of paragraph 17. Mortgagor's covenants and agreements shall be joint and several. Any Mortgagor who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Mortgagee and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent.

12. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor which exceeded permitted limits will be refunded to Mortgagor. Mortgagee may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Mortgagor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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13. Legislation Affecting Mortgagee's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Mortgage unenforceable according to its terms, Mortgagee, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by paragraph 19. If Mortgagee exercises this option, Mortgagee shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Mortgagor designates by notice to Mortgagee. Any notice to Mortgagee shall be given by first class mail to Mortgagee's address stated herein or any other address Mortgagee designates by notice to Mortgagor. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given as provided in this paragraph.

15. Governing Law; Severability. This Mortgage shall be governed by federal law and 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 applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

16. Mortgagor's Copy. Mortgagor shall be given one conformed copy of the Note and of this Mortgage.

17. Transfer of the Property or a Beneficial Interest in Mortgagor. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

18. Mortgagor's Right to Reinstate. If Mortgagor meets certain conditions, Mortgagor shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Mortgagor: (a) pays Mortgagee all sums which then would be due under this Mortgage and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's rights in the Property and

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Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Mortgagor, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

19. Acceleration; Remedies. Mortgagee shall give notice to Mortgagor prior to acceleration following Mortgagor's breach of any covenant or agreement in this Mortgage (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise) or the Note. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Mortgagor, by which the default must be cured; and (d) that failure to cure the default 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 Mortgagor 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 Mortgagor to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Mortgagee in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Mortgagee (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the property including those past due. Any rents collected by Mortgagee 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 attorneys' fees, and then to the sums secured by this Mortgage.

21. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay any recordation costs.

22. Waiver of Homestead. Mortgagor waives all right of homestead exemption in the Property.

23. First Mortgage. This Mortgage is subject to that certain mortgage dated March 20, 1984 and recorded March 20, 1984, as Document No. 27023314 which mortgage secures a note in the original principal amount of \$100,000.00. Said mortgage is hereinafter called the "First Mortgage" and the note secured thereby is hereinafter called the "First Note."

If the First Mortgage or the first Note shall be in default for any reason, such default shall constitute a default under this Mortgage on account of which the whole of the indebtedness secured hereby shall at once, at the option of the Mortgagee, become due and payable without notice to the Mortgagor; and Mortgagee may, but shall not be required to, cure any such default, and all monies advanced for that purpose, with interest thereon at the rate of ten percent (10%) per annum from the time of the advance or advances therefor shall, without demand or notice, be immediately due and payable by Mortgagor to Mortgagee and shall be added to the indebtedness secured by this Mortgage.

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IN WITNESS WHEREOF, this Mortgage has been duly signed, acknowledged and delivered by Mortgagor as of this 15th day of May, 1986.

MORTGAGOR

Robert J. Frankel
Robert J. Frankel

MORTGAGOR

Myrna J. Frankel
Myrna J. Frankel

This instrument was prepared by
Gregory R. Andre of Isham,
Lincoln & Beale. After recording
it should be returned to
Gregory R. Andre
Isham, Lincoln & Beale
Three First National Plaza
Suite 5200
Chicago, Illinois 60602
(312) 558-6283

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Exhibit A

Lot 104 in Knightsbridge Unit 2, being a Subdivision of part of the South East 1/4 of the Northwest 1/4 Section 9, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 07-09-116-017

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Exhibit B

Permitted Exceptions

1. Mortgage dated March 20, 1984 and recorded March 29, 1984 as Document 27023314 made by Robert J. Frankel and Myrna J. Frankel, his wife to Land of Lincoln Savings and Loan Association, a corporation of Illinois to secure a Note for \$100,000.00.

2. Building line on the plat of Knightbridge Unit 2 recorded May 7, 1971 as Document 21472684.

3. Easement over the Northerly 5 feet of the Real Estate for the purpose of installing and maintaining all equipment necessary to serve the subdivision and other land with telephone and electrical service, together with the right to overhang aerial service wires and the right of access to such wires, as created by grant to the Illinois Bell Telephone Company and the Commonwealth Edison Company and their respective successors and assigns and as shown on the plat of subdivision recorded May 7, 1971 as Document 21472684.

4. Easement over the Northerly 5 feet of the land for the purpose of installing and maintaining all equipment necessary to serve the subdivision and other land with gas service, together with right of access to said equipment as created by grant to Northern Illinois Gas Company and its respective successors and assigns and as shown on the plat of subdivision recorded May 7, 1971 as Document 21472684.

5. Easement for public utilities and drainage as shown on plat of said subdivision recorded May 7, 1971 as Document 21472684 over the Northerly 5 feet of the Real Estate.

6. General real estate taxes not due and payable.

DEPT-01 RECORDING \$20.40
T#3333 TRAN 7327 06/26/84 16:36:00
#2127 #A *-84-244113
COOK COUNTY RECORDER

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MAIL 20.00

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MAIL TO: ISHAM, LINCOLN & BEALE
THREE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60602
ATTN: GREGORY R. ANDER

JAN 1988