

UNOFFICIAL COPY

86303181

MORTGAGE

THIS INDENTURE, made as of July 1, 1986 between CITIZENS BANK & TRUST COMPANY, not personally, but as Trustee under a Trust Agreement dated May 29, 1986 and known as Trust Number 66-5426, One South Northwest Highway, Park Ridge, Illinois 60068, Attention: Land Trust Department, herein referred to as "Mortgagors," and CITIZENS BANK & TRUST COMPANY, One South Northwest Highway, Park Ridge, Illinois 60068, herein referred to as "Mortgagee," witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the secured promissory note dated July 17, 1986, in the principal sum of FOUR HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$417,500.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum on or before August 29, 1986, together with interest on the principal amount from time to time remaining unpaid at the rate provided in said note, said interest payable monthly on the 15th day of each month commencing August 15, 1986, and all said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at One South Northwest Highway, Park Ridge, Illinois 60068.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the XXXXXXXXXXXXXXXXXXXXXXXXXXXX COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

See Exhibit A attached hereto and made a part hereof for a description of the Real Estate.

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The record owner of the premises is Citizens Bank & Trust Company, not personally, but as Trustee under a Trust Agreement dated May 29, 1986 and known as Trust Number 66-5426. The Permanent Real Estate Index Number for the premises is 03-06-300-001-0000.

The following covenants, conditions and privileges are a part of this Mortgage and shall be binding on Mortgagors, and its successors and assigns:

COOK COUNTY, ILLINOIS
FILE FOR RECORD

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1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof, (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagor's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor, provided however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee; such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or correct any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title claim thereon.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. ~~At the option of the Mortgagee and without notice to Mortgagors, on unpaid indebtedness secured by this mortgage shall remain standing anything in the note or in this mortgage to the contrary, become due and payable at immediately in the case of default in making payment of any installment of principal or interest on the note, or in the event default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained, or (c) when any event of default described in the note has occurred and is continuing.~~

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

~~15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.~~

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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This Mortgage is executed and delivered in connection with an Agreement of even date herewith (the "Agreement") by and between Mortgagors and Mortgagee. This Mortgage is one of the "Related Documents" as that term is defined in the Agreement.

To the extent that representations, covenants, certifications, agreements, obligations and warranties are made by the Mortgagors herein, the parties hereto understand that same are made by and compliance and observance of same will be performed by J&S Associates, an Illinois general partnership (the "Partnership") which is the sole beneficiary of Mortgagors, or to the extent directed by the Partnership, with proper indemnification of Citizens Bank & Trust Company, as Trustee of the Mortgagors, by the Mortgagors. By signing the attached Agreement of Partnership, the Partnership has agreed to perform, comply with and observe such representations, covenants, certifications, agreements, obligations and warranties or to direct the Mortgagors, as Trustee, to do so.

Any one or more of the following shall constitute an Event of Default under this Mortgage:

(a) Default by Mortgagors in the payment in full of principal or interest on the note when the same shall have become due under the note, or any refinancings, modifications, extensions or renegotiations thereof, which default is not remedied within three days after written notice thereof by Mortgagee given in accordance with the Agreement.

(b) Default by Mortgagors, the Partnership, the Company, Jariabka or Struck (each as defined in the Agreement) in the full and timely observance, performance or fulfillment of any other agreements, covenants or other obligations under the Agreement or the Related Documents including without limitation under this Mortgage and any guaranty of any such obligations or of the note, which default is not remedied within ten days after written notice thereof by the Mortgagee given in accordance with the Agreement.

(c) Any representation, warranty, or other statement by or on behalf of Mortgagors, the Partnership, the Company, Jariabka or Struck contained in the Agreement or the Related Documents is false or misleading in any material respect.

(d) Default by Mortgagors, the Partnership, the Company, Jariabka or Struck with respect to any obligation to the Mortgagee, under the Agreement or the Related Documents or otherwise.

When any Event of Default described above has occurred and is continuing, the Mortgagee may declare the entire principal of and any accrued interest on the note, or any refinancings, modifications, extensions or renegotiations thereof and all other indebtedness secured hereby, and the same shall thereupon become immediately due and payable without demand, presentment, protest or notice of any kind, all of which are expressly waived, and in such event all costs and expenses incurred by the Bank in collection, including attorneys' fees and costs of litigation, shall be additional indebtedness of Mortgagors payable on demand and secured hereby.

The agreements, covenants and other obligations of the Partnership, the Company, Jariabka and Struck under the Related Documents are additional obligations, the performance and payment of which are also secured by this Mortgage.

This Mortgage is executed by the Citizens Bank & Trust Company 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 Citizens Bank & Trust Company hereby warrants

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The Board of Directors of the Cook County Clerk's Office is pleased to announce the results of the recent election. The Board has elected the following members to the Board of Directors for the term ending on December 31, 2011:

Mr. [Name] - President
Mrs. [Name] - Vice President
Mr. [Name] - Secretary
Mr. [Name] - Treasurer
Mr. [Name] - Director
Mr. [Name] - Director
Mr. [Name] - Director
Mr. [Name] - Director
Mr. [Name] - Director

The Board of Directors is composed of nine members, five of whom are elected by the voters and four are appointed by the Board. The Board is responsible for the overall management and operation of the Clerk's Office, including the preparation and adoption of the budget, the appointment and removal of the Clerk, and the oversight of the Office's personnel and financial affairs.

The Board of Directors is also responsible for the oversight of the Clerk's Office's operations, including the preparation and adoption of the budget, the appointment and removal of the Clerk, and the oversight of the Office's personnel and financial affairs. The Board is also responsible for the oversight of the Clerk's Office's operations, including the preparation and adoption of the budget, the appointment and removal of the Clerk, and the oversight of the Office's personnel and financial affairs.

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Property of Cook County Clerk's Office

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that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that nothing herein or in the note contained shall be construed as creating any liability on the Land Trust or Citizens Bank and Trust Company personally to pay the note, or any interest 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.

IN WITNESS WHEREOF, the Mortgagors and the Bank have caused this Mortgage to be executed in their respective names and the Mortgagors has caused its seal to be hereunto affixed and attested by its duly authorized officer or agent, all as of the date first above written.

CITIZENS BANK & TRUST COMPANY,
NOT PERSONALLY BUT AS TRUSTEE
UNDER TRUST NUMBER 66-5426,
as Mortgagors

By [Signature]
Its Vice President & Trust Officer

(SEAL)

Attest:

[Signature]
Its Secretary

CITIZENS BANK AND TRUST COMPANY,
as Mortgagee

By [Signature]
Its Assistant Vice President

Attest:

[Signature]
Its Secretary

This instrument was prepared
by and following recording
should be mailed to:

John R. Obiala
Vedder, Price, Kaufman
& Kammholz
115 South LaSalle Street
Chicago, Illinois 60603

BOA 000-CA

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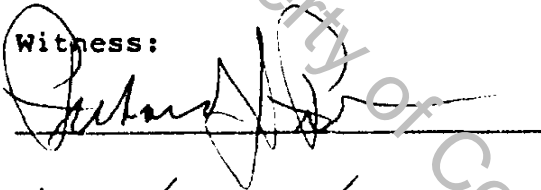
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Agreement of Partnership

The undersigned, ANTHONY JARIABKA and JAMES STRUCK (the "Partners"), as the general partners of J&S Associates, the sole beneficiary of Trust Number 66-5426 created and established at Citizens Bank and Trust Company as aforesaid (the "Land Trust"), and as the holders of the power of direction thereunder, hereby expressly warrant and represent that they have authorized and directed the Mortgagors referred to above to enter into the attached Mortgage (the "Mortgage") on behalf of the Land Trust and the undersigned Partners. The undersigned Partners hereby expressly acknowledge all of the representations and warranties made by said Mortgagors in the Mortgage to be true and correct, and hereby approve all the terms, provisions and conditions of the Mortgage. The undersigned Partners further covenant and agree to execute all documents, instruments, letters of direction, notices, reports, acceptances, receipts, consents, waivers, affidavits and certificates and to take all actions (including the provision of necessary funds) within their control as holders of the powers of management, control and direction of the Land Trust to enable said Mortgagors to perform all of its obligations, covenants and agreements contained in the Mortgage.

J&S ASSOCIATES

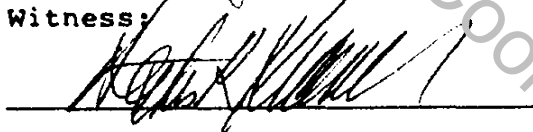
Witness:



By:


Anthony Jariabka, Partner

Witness:



By:


James Struck, Partner

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12/10/04

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MARY C. ROBERTS, a Notary Public in and for the said County in the State aforesaid, do hereby certify that STEPHEN M. TOTON and TERRY D. JEFFREY personally known to me to be the same persons whose names are, respectively, as VICE PRESIDENT and SECRETARY of CITIZENS BANK & TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED May 29, 1986 AND KNOWN AS TRUST NUMBER 66-5426, an Illinois corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of July, 1986.

(SEAL)

Mary C. Roberts
Notary Public in and for Cook
County, Illinois

My Commission expires:

My Commission Expires June 11, 1988

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COUNTY OF COOK

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, MARY C. ROBERTS, a Notary Public in and for said County in the State aforesaid, do hereby certify that W. BRADLEY STELSON and TERRY D. JEFFREY personally known to me to be the same persons whose names are, respectively, as ASST. VICE PRES and SECRETARY of CITIZENS BANK & TRUST COMPANY, an Illinois corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said corporation and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16 day of July, 1988.

Mary C. Roberts
Notary Public in and for Cook County,
Illinois

(SEAL)

My commission expires:

My Commission Expires June 11, 1988

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STATE OF ILLINOIS

22

COUNTY OF COOK

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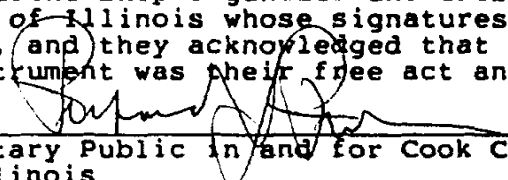
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 16th day of July, 1986, before me personally appeared ANTHONY JARLAPKA and JAMES STRUCK, to me personally known, who being by me duly sworn, said that they are the partners of J&S Associates, a general partnership organized and existing under the laws of the State of Illinois whose signatures appear on the foregoing instrument, and they acknowledged that the execution of the foregoing instrument was their free act and deed.



Notary Public in and for Cook County,
Illinois

(SEAL)

My commission expires: MAY 16, 1990

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE,
January 11, 1911.
REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE,
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 15, 1909.
CHAS. H. WELLS,
COMMISSIONER.

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EXHIBIT A

DESCRIPTION OF REAL ESTATE

LOTS 6, 7 AND THAT PART OF LOT 8 IN 53 PARK OF COMMERCE, BEING A SUBDIVISION OF PARTS OF GOVERNMENTS LOT 1 AND 2 IN THE WEST 1/2 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTH-EAST CORNER OF LOT 8; THENCE SOUTH 0 DEGREES 14 MINUTES 44 SECONDS WEST ALONG SAID EAST LINE OF LOT 8 A DISTANCE OF 34.04 FEET TO A POINT; THENCE NORTH 89 DEGREES 45 MINUTES 46 SECONDS WEST A DISTANCE OF 310.71 FEET TO A POINT OF INTERSECTION WITH THE EAST-ERLY RIGHT-OF-WAY LINE OF VENTURA DRIVE; THENCE NORTH WEST 21.95 FEET ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 576 FEET TO THE NORTH WEST CORNER OF LOT 8; THENCE NORTH 88 DEGREES 00 MINUTES 36 SECONDS EAST ALONG THE NORTH LINE OF LOT 8 A DISTANCE OF 312.32 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

3845-3865 Ventura Drive
Arlington Hts, Ill

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