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Libertyville, a national banking componation, doing business in the State of Illinois, Thereinafter referred to as "Mortgagee" -

Julu I, 1986 **setween** American Nat.

86348144

Intereshafter referred to as "Montgagor" and the American Massonal Bank of

#ESES, Mordgagor and/or other individuals or componations have executed a Mote dated
grancipal sum of Thine Hundred Soxty Thousand and Dollars Was Sind, Dollars to the order of fortgages, with
(1.2 ± 2.3) ber annual on the principal thereof remaining from time to time unpaid, pursuant to the terms and conditions as are more falls
terms and conditions of said Note being made a part hereof by reference; said payments to be made in
commercing on <u>g+37-36</u> .
All such payments on account of said indebtedness evidenced by said Note to be applied first to interest in the uncaid principal
balance, and the remainder to principal, provided that the principal of each installment unless paid when the shall bear interest at the
nate of $\frac{Prime + d}{dt}$. Si per armum, said rate to be adjusted $\frac{divide}{dt}$ remainder called 'behalty mate'.
and all of said principal and interest being payable at such place as the holders of the hote may, from time to time in writing appoint.
and in the ausence of such auguintment, then at the office of the Mortgagee.
NOM. THEREFORE, to secure (a) the payment of the indebtedness, all extensions and rememals thereof. (i) the repayment of any advances on expenses of any kind incurred by the fortgages pursuant to the provisions on account of the forte or this fortgage like and
repayment of future advances dispursed by Montpages to Montpagor and/or others in excess of the principal indebtechess pursuant to the
provisions on in account of the Mote, and its the performance and observance of all of the terms, orverants, provisions and agreements of
this Mortgage, and the Note, if any, the parties ogree as follows:
The Montgagon does hereby grant, bangesh, sell, elease, convey, assigh, transfer, montgage and confirm unto the Montgages and grant a
security interest in the real estate, and other properties rescribed hereafter, collectively called the "premises".
Totalla in Higging Industrial David Colors to the color of the circle
Dot 218 in Higgins Industrial Park U.St 153, being a Resubdivision of Int 201 in
Higgins Industrial Fark Unit 142, being a subdivision in the North East 1 of
Section 27, Township 41 North, Range 11 East of the Third Principal Meridian, in
Cook Courts, 12 - 215 D. M. 08-22-210-046 AX
Cook County, Illings. DNW 08-29-210-046 AX To have are to hold the property unto the Mortgagee and its successors and assigns forever, for increases and purposes berein set forther

Together with all improvements, tenements, hereditaments, easements and all types and kinds of formiture, fixtures and equipment whether now on the premises or hereafter erected, installed or placed thereon or therein or whether objectably attached thereto or not, are and shall be deemed a part of said real estate as between the parties hereto, and all persons claiming by, through or under them, as a portion of the security for said indebtedness; and also all the estate, right, title and interest of the Mortgagor in and to the premisest and,

The Mortgagor nereby releases and waives all rights under and by virtue of the Homestead Exemption less of the State of Illinois. Mortgagor small not, and will not, apply for or avail itself of any apprisement, valuation, stay, extension or exemption laws. Or any so-called 'moratorium laws', now existing or hereinafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws.

Further, Mortgagor does hereby diead and assign to Mortgagee, from and after the date nereof, primarily and on a parity with said real estate and not secondarily, all the rents, issues and profits of the premises and all rents, profits, revenues, royalties, bordses, rights and perefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the premises, and doe hereby transfer and assign all such leases to Mortgagee together with the right, but not the poligation, to collect, receive and receipt for all avails thereof, to apply them to said indeptedness and to demand, sue for and recover the same when due or payable. Mortgagee, by acceptance of the Mortgage, agrees, as a personal covenant, applicable to the Mortgage only, and not as a limitation or condition pereof and not available to any lessee or tenant, that until a default shall be made or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Mortgagor covenants and agrees:

THIS NORTHAGE IS made

Trustee and John Kamis and Mary). Kamis

- 1. To pay or cause to be paid, when due, all sums secured hereby.
- 2. Not to abandon the premises: to keep the premises in good conditions and repair and not to commit on suffer waste; to pay for and complete within a reasonable time and building at any time in the process of erection ipon the premises; to promptly recair, restore or rebuild any building or improvement now or hereafter on the premises which may become damaged or sestroyed; to refrain from impairing or distributing the value of the security; to make no material alterations of the premises.

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- 3. To comply with all requirements of law or municipal ordinances governing the premises and the use thereof; and to permit fortgages, or its agents, to inspect the premises at all reasonable times.
- 4. To keep the premises free from mechanics' or other liens or claims for liens of any kind; to pay or cause to be paid, when due, any indebtedness which may be secured by a lien or charge on the premises, and, upon request, to exhibit to mortgages satisfactory evidence of the payment and discharge of such liens or claims.
- 5. To pay, or cause to be paid, ten days before any penalty attaches, all general taxes and to pay, or cause to be paid, when due, all special taxes, special assessments, mater charges, drainage charges, sever service charges and other charges against the premises, of any kind unatsoever, which may be levied, assessed, charged or imposed on the premises, or any part thereof.
- E. To prouptly pay all taxes and assessment assessed or levied under and by virtue of any state, federal or municipal law or regulation hereafter passed, against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage.
- 7. To exhibit to Mortgagee, at least annually and at any time upon request, official receipts showing full payment of all taxes, assessments and charges which Mortgagor is required, or shall elect, to pay or cause to be paid hereunder.
- 6. To deliver to Mortgagie all original leases covering the premises which Mortgagee may at any time request, with proper assignments thereof; and neither to proceed permit nor accept any prepayment of any rent nor to release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid, without Mortgagee's written consent.
- S. To keep the premises continuously insured, until the indebtedness secured hereby is fully paid against loss or damage under such types of hazard and liability insurance and an such forms, amounts and companies as may be approved or required from time by Hortgagee (in the absence of any specified requirements, such insurance shall be under policies providing for payment by the insurance companies of moneys sufficient either to pay the full cost of replacing or repairing the premises on to pay in full the indebtedness secured hereby); all policies whether or not required by the terms of this Hortgage, shall contain loss payable clauses in favor of Hortgagee (or, in case of foreclosure sale, in favor of the owner of the certificate of sale); in the event of loss, Hortgagor shall immediately notify Mortgagee in writing and Mortgagor hereby authorizes and directs each and every insurance company concerned to habit payments for such loss directly and solely to Mortgagee (who may, byt need not, make proof of loss) and Mortgagee is hereby authorized to adjust, collect and compromise, in its discretion, all clause enter all policies, and Mortgagor shall sign, upon demand by Mortgagee, all receipts, vouchers and releases required by the insurance companies, 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, and any application thereof to the indebtedness shall not relieve vortgagor from making the payments herein required until the indebtedness is paid in full. Mortgagee may, from time to time, at its option, whive and, after any such maiver, reinstate any or all provisions hereof requiring deposit of insurance policies, by notice to Mortgagor in writing.
- to the liver to Mortgagee, all policies of insurance with evidence of premiums premaid (renewal policies to be delivered not less than ten days prior to the respective dates of expiration), and all abstracts of title, title guarantee policies. Torrens certificates of title and other evidence of title to the premises, all of which shall be held by Morigages without liability, and in the event of foreclosure of this Mortgage or transfer of title to the premises in extinguishment of said invibtedness, shall become the absolute property of Mortgagee.
- II. If required by Mortgagee, to make or cause to be made monthly deposits with Mortgagee, in a morinterest bearing account, in addition to the payments required by the Note, of a sum equal to one-twelfth of the yearly taxes and astronomic which may be levied against the premises, and (if so required) on-twelfth of the yearly premiums for insurance on the premises. The amount of such taxes, assessments and premiums when due. Mortgager shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due. Mortgager shall pay or cause to be paid to Mortgagee on demand any insufficiency of sech account to pay such taxes, assessments and premiums when due. Upon any default under this Mortgage, Mortgagee may apply any funds in said account to any obligation then due under this Mortgage. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided, shall not be affected, except insofar as the obligations thereunder have been actually met by compliance with this paragraph. Mortgagee may from time to time at its option waive, and after any such waiver reinstate, any or all provisions hereof requiring deposits for taxes, assessments or insurance premiums, by notice to Mortgagor in writing. Mulle any such waiver is in effect, Mortgagor shall pay or cause to be paid taxes, assessments and insurance premiums as herein elsewhere provided.

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- 15. In any foreclosure of this Mortgage, there shall be allowed and included in the decree for sale, to be paid out of the rents or process of such sale:
 - ta: All principal and interest remaining unpaid and secured hereby;
 - (b) All other items advanced or paid by Mortgagee pursuant to this Mortgage with interest at the penalty rate from the date of advancement;
 - (c) All court costs, fees of the Master in Diancery, attorneys' fees, appraiser's fees, expenditures for occumentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantee policies. Formers certificates and similar data with respect to title, as Mortgagee may occumencessary. All expenditures and expenses of the type mentioned in this subparagraph (c) shall become so due and payable, with interest at <a href="mailto:american National Bank of Planting Prince Pri
- 15. We remedy or right of Mortgagee shall be explicitly of, but shall be in addition to, every other remedy or right now or hereafter existing at law or in equity. No delay in exercising or omission to exercise, any nemecy or right accruing on default shall impair any such remedy or right, or shall be construed to be a major of any such default. Or acquirescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such relievy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.
- 17. Without affecting the liability of Montgagor or any other nerson rescent any person expressly released in uniting) for payment of any indebtedness secured hereby or for performance of any obligation mutained herein, and without affecting the rights of Montgagee with respect to any security not expressly released in uniting. Montgagee why, at any time and from time to time, either before or after the maturity of said note and Joan agreement, and without notice or consent:
 - (a) Release any person liable for payment of all or any part of the indeptedness or for performance of any obligation.
 - (b) Make any agreement extending the time or otherwise Altering the terms of nayment of all or any part of the indebtedness, or modifying or maiving any obligation, or sucordinating, modifying or binerwise dealing with the lien or charge hereof.
 - (c) Exercise or refrain from exercising or waive any right Mortgagee may have.
 - (c) Accept additional security of any kind.
 - (e) Release on otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property acrtspased hereby.
- 18. Upon full payment of all sums secured hereby at the time and in the manner provided, then this conveyance shall be null and voic and within thirty days after written demand therefor a reconveyance or release of the premises shall be made by Nortgagee to Nortgagor.
- 19. As further security for the indebtedness hereby secured, the Mortgagor has, concurrently herewith, executed and delivered to the Mortgages a separate instrument (herein called the "Assignment", dated as of the date hereof, wherein and whereby, among other things, the Mortgagor has assigned to the Mortgagee all of the rents, issues and profits and/or are and all leases and/or the rights of management of the premises. All as therein more specifically set forth, which said Assignment is hereby incorporated herein by reference as fully and with the same effect as if set forth herein at length.
- 20. All provisions hereof shall inume to and bind the respective heims, executors, administrators, successors, vendees and assigns of the parties hereto, and the word "Montgagor" shall include all persons claiming under or through Montgagor and all persons (lable for the ayment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Montgage, wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

- 12. Any awards of damage resulting from condemnation proceedings or the taking or injury of the premises for public use (all such awards, to the total amount of the indebtedness secured by this Mortgage, are hereby transferred and assigned to Mortgagee) shall be paid to Mortgagee and the proceeds or any part thereof may be applied by Mortgagee, at its option, after the payment of all of its expenses, including costs and attorneys' fees, to the reduction of the indebtedness hereby secured and Mortgagee is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.
- 13. In the event of default in performance of any of Mortgagor's covenants or agreements herein contained, Mortgages may, but need not, make any payment or perform any act herein required of Mortgagor, 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 any other lien, encumbrance, suit, title or claim thereof, or redeem from any tax sale or forfeiture affecting the premises or contest 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 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 American National Bank of Libertuville Prime + 4.0%. Nortgagee, making any payment hereby authorized relating to taxes or assessments shall be the sole judge of the legality and validity thereof and of the amount necessary to be paid in satisfaction thereof.
- 14. If (a) default be wide in payment, when doe, of any sum secured hereby, or in any of the other covenants or agreements herein contained to be performed by Mortgamin herein or in the Agreement, or (b) if any proceedings be instituted or process issued (i) to enforce any other lien, charge or encumbrancy against the premises, or (ii) to condem the premises or any part thereof for public use, or (iii) against Mortgagor or any beneficiary thereof under any bankruptcy or insolvency laws, or (iv) to place the premises or any part thereof in the custody or control of any court through its receiver or other officer, and such proceedings are not dismissed or stayed on appeal or such process withdrawn within $\frac{30}{3000}$ days after written notice to Mortgagor; or (c) if Mortgagor makes any assignment for the benefit of creditors, or is declared a bankrupt, or if by or with the consent or at the instance of Mortgagor, proceedings to extend the time of payment of the Note and loan agreement or to change the terms of this Mortgage be instituted under any bankruptcy or insolvency law; then:
 - (a) All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice, with interest thereon, from the date of the first of any such defaults, at the penalty rate; and
 - Mortgages may immediately foreclose this Mortgage. The Court in which any proceeding is pending for that purpose may, at once or at any time thereafter, either before or after sulp, without notice to Mortgagor, and without requiring bond, and without regard to the solvency or insolvency of any person fibble for payment of the indebtedness secured hereby, and without regard to the then value of the premises, or whether the saw shall be occupied as a Homestead, appoint a receiver (the provisions for the appointment of a receiver and assignment of rooms being an express condition upon which the loan hereby secured is madel, for the benefit of Mortgagee, with power to collect the rents, issues and profits of the premises, die and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, way pay costs incurred in the management and operation of the premises, prior and coordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repair to the premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree; and
 - to Mortgagee shall, at its option, have the right, acting through itself, its agents or attrimist, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the premises and process and process or chattels, occupying or upon the same, and to collect or receive all the rents, issues and profits thereof, and to manage and control the same, and to lease the same or any part thereof from time to time, and after deducting all reasonable attorneys' fees and all expenses incurred in the protection, care, maintenance, management and operation of the premises, apply the remaining net income upon the indebtedness secured hereby, or upon any deficiency decree entered by virtue of any sale held pursuant to a decree of foreclosure.

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- 21. To the notinum extent orgitable and allowable under the partyletons of illingts revised statutes, chapter 110, sections 12-124 and 12-125 as now existing or hereinapter amended, the materagor hereby halves any wad all rights or redemption right side under any order or each ond every person, except decree or judgment creditors of the mortisable, acquiring any interest in or title to the mortisable premises as of ar subsecuent to the date of this mortisable.
- 22. Mortgagor represents and warrants that it has good right and good power to sell and convey the property and to execute this bortgage, and that Mortgagor will make any further assurances of title that the Mortgagee may require, and will marrant to defend said property against all claims and demands whatsoever.
- 23. A waiver in one or more instances of any of the terms, covenants, conditions or provisions hereof, or of the Note or any other document given by the Mortgagor to secure the indebtedness, or any part thereof, shall apply to the particular instance or instances and at the particular time or times only, and no such waiver shall be deemed a continuing waiver, but all of the terms, covenants, conditions and other provisions of this Mortgage and of such other documents shall survive and continue to remain in full force and effect.
- 24. All notices, demands and requests given or required to be given by either part to the other party shall be in writing. All notices, demands and requests by Mortgagee to Mortgagor shall be deemed to have been properly given if sent by U.S. registered or certified mail, postage prepaid, addressed to mortgagor:

or to such other address as Mortgagor may from time to time designate by written notice to Mortgagee given as herein required. All notices, demands and requests by Mortgagor to Mortgagee shall be deemed to have been properly given if sent by U.S. registered or cercified mail, postage prepaid, addressed to Mortgagee at: Omerican National Bank of Libertyville, 1201 South Milmankee Avenue, Libertyville, Illinois 60048, or to such other address as Mortgagee may from time to time designate by written notice to Mortgagor.

- 25. Mortgagor further agrees that in the event Mortgagee assigns this Mortgage and its rights hereunder to a real estate investment trust, Mortgagor will execute such modifications of this Mortgage as the assignee may reasonably require, provided such modifications do not materially affect he obligations of Mortgagor hereunder.
- 26. In the event any provision of this Mortgage is determined to be unenforceable or void by any court of competent jurisdiction or otherwise, the remaining terms, conditions and provisions of this Mortgage shall remain in full force and effect and binding on the parties hereto.
- 27. In the event that the Mortgagor, or any of them, are not signatories to the Mote referred to herein, it is the express intention of said Mortgagors to act as accommodation makers for the individuals and/or comporations who have executed the above referred to Mote, or who will execute future notes to be secured by this Hortgage. Said accommodation makers fully understand and acknowledge that the consideration for the lending of their credit and the pledging of the property described herein is the extension of credit and making of the loan by the Mortgages to the signatories of the Notes and/or Loan Agreement described making.
- 28. As additional consideration for the making of this loan and the extension of credit by the Mortgagee, and subject to the maximum dollar limitations stated herein, it is the intention of the parties that the security interest plan herein shall secure payment of the Mortgagee.

 Note described herein and all previously executed or subsequently executed notes evidencing obliquations from the Mortgagee.
- Os additional consideration for the making of this loan, the sufficiency of which is hereby acknowledged, the Mortgagor agrees that subsequent to the execution of this Mortgage, the Mortgagor will not assign, grant, or convey any right, tisic in interest which the Mortgagor may have in the real property described and pledged herein. The Mortgagor further agrees that he will not assign any beneficial interest or portion thereof which he may own in the afore-described property; nor will be enter into any contract to sell, lease, convey or cause to be conveyed any interest he may have in the property, whether it be legal or equitable; nor will be enter into any lease or sublease or grant any option to purchase or lease said property; nor will be surrender possession or any portion of or cause possession to be altered in any manner as it exists on the day of the execution of this Mortgage; nor shall be pledge, grant or marrant the property in a subsequent mortgage or trust deed for the purpose of collateralizing a loan; nor shall be direct the transfer of said real estate to or from any existing trust. The provisions of this Paragraph may be maived by the Mortgagee, but only by a signed writing of a duly authorized officer of the Mortgagee, upon written application by the Mortgagor. Only breach of the terms and conditions of this Paragraph shall constitute a default under the terms and conditions of this Mortgage and the Note or Notes and Loan Agreements secured hereby.

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- As additional consideration, the sufficiency of which is acknowledged, the parties agree that default in payment of any of the Зŧ. obligations secured by this Mortgage or other terms and conditions of this Mortgage shall constitute a default of all existing obligations secured by this Hortgage and shall permit the Hortgage to pursue any and all of the remedies provided herein on any and all of the existing obligations secured by this Mortgage.
- This Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.
- Shall there exist, at any time, an inconsistency or conflict with the terms and conditions set forth in the Loan Agreement and the terms and conditions set forth herein, the Loan Agreement shall control in all instances.

IN WITHESS WHERE	IF, Mortgagor has execut	ed this instrumen	or our risk near and here: 11124 militaria monte.	
Mal			Contract of the second	- "
John Kamis	n Chare	Mort gagor		Norspagor
/ () > 2 = 1 + 1 + 1	a han Or			12 + 6 th cot 2
1 mary	O. hamis	/ Nortagor		Hort pagor

in the Morgage is executed by the American National Bank and Trust Company of Chicago, 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 American National Bank and Trust Company of Chicago, hereby warrants that it postesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in said note condition dishall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago, serior ally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant owier express or implied herein contained, all such hability, if any, hence expressly waited by Mortgagee and by every person now or her after Jaiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trist Company of Chicago personally are concerned, the legal holder of holders of said note and the owner or owners of any indebtedness according hereunder shall look solely to the promises 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 of any

IN WITNESS WHEREOF AMERICAN NATIONAL BANK AND TRUST COMPLAY OF CHICAGO, not personally but as Truster as of tresand has raised these presents to be some 1 to one 1 to Vice-Presidents or Assistante Vice-Presidents, and its corporate seal to be hereunto offixed and attested by its Assistant Secretary, the day and year in taboxy written

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AMERICAN NATIONAL BANG AND TRUST COMPANY OF CHICAGO

As Truster as aforesaid and not presqual,

STATE OF ILLINOIS! COUNTY OF COOK VB

TOPETER M. COLIETASKI

in the State at 1984 and - Notary Public in and for said con-

DO HEREBY CERTIFY, that

To stranger to more the Nice-President of the AMERICAN NATIONAL EAST. in said Companie who are Assistant Sourctan.

AND TRUST COMPANY or Cincaco, and personally known to me to be the same persons whose names are subscribed to the foregoing itsti ment as sight Nice-Bris and Associate Secretary, respectively, appeared before me this day in person and according day they surred and a lineary act and as the fire and voluntary act of said. Company, as Trustee as afterested the uses are a top associate their own fire and voluntary act of said. Company, as Trustee as afterested the uses are a top associated that they are therein set firth, and the said Assistant Secretary then and there ackn whenced that he, as customan of the corporate seal of sain forms pany, iid affix the corporate scale fisaid Company to said instrument as his own free and voluntary act and as the tree and voluntary act of said Company, as Truster as aforesaid, for the uses and purposes therein set forth

GIVEN under my hand and notarial seal, this

Form 1508

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