



This document prepared by and return to: Schillerstrom & Cresto, Ltd 568 S. Washington Street Naperville, IL 60540

MORTGAGE

THIS MORTGAGE, made this 27th day of October, 1987, by Marquette National Bank as Trustee under Trust Agreement dated January 25, 1975, Trust #6736 (hereinafter sometimes called Mortgagor) to WESTBANK/Naperville, an Illinois banking corporation with an office at Washington and Gartner Roads, Naperville, IL 60540 (hereinafter sometimes called Mortgagee)

WHEREAS, Mortgagor is or will become the owner and holder of fee simple title in and to all of the real estate described in Exhibit A attached hereto and by this reference made a part hereof, which real estate forms a portion of the Premises hereinafter described; and

WHEREAS, Mortgagor desires Mortgagee to lend money in connection with Mortgagor's acquisition and development of the Premises, hereinafter described and Mortgagee is willing to lend provided that Mortgagor will grant a mortgage as security for such indebtedness; and

WHEREAS, Mortgagor has, concurrently herewith, executed and delivered to Mortgagee a note (the "Note") of even date herewith payable to the order of Mortgagee in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00), bearing interest at an annual rate equal to 2% percent per annum in excess of the daily Prime Rate of Interest as reported in the Wall Street Journal with the unpaid balance and any accrued interest being due and payable on November 1, 1992, AND

NOW, THEREFORE, to secure the payment of the principal and interest on the Note according to its tenor and effect, and to secure the payment of all other sums which may at any time be due and owing or required to be paid as herein provided (the "Indebtedness Hereby Secured"), and the performance and observance of all of the covenants, agreements and provisions herein and in the Note contained, and in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged by Mortgagor, Mortgagor DOES HEREBY GRANT, DEMISE, RELEASE, ALIEN, MORTGAGE, WARRANT and CONVEY unto Mortgagee, its successors and assigns forever, the real estate described in Exhibit "A" attached hereto and by this reference made a part hereof (which together with the property mentioned in the next succeeding paragraphs hereto, is called the "Premises");

TOGETHER with all right, title and interest of Mortgagor, including any after-acquired title or revisions, in and to the beds of the ways, streets, avenues and alleys adjoining the aforesaid real estate;

TOGETHER with all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter appertaining to said real estate, including any other claim at law or in equity as well as any after-acquired title, franchise or license and reversions and remainder and remainders hereof;

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon, and all fixtures, furnishings and equipment now or hereafter owned by Mortgagor and attached to or forming a part of or used in connection with aforesaid real estate and all renewals, replacements and substitutions thereof or substitutions therefore, whether or not attached to said building(s), it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the aforesaid realty shall, so far as permitted by law, be deemed to be fixtures, a part of the realty, and security for the Indebtedness Hereby Secured;

10/27
First American Title Order # C19857

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This document prepared by
and return to:
Sullivan & Greenleaf, Ltd.
288 S. Washington Street
Hagerville, TN 37630



MORTGAGE

THIS MORTGAGE, made this 15th day of October, 1987, by and between
National Bank of Commerce under Trust Agreement dated January 27, 1987,
& the 1987 (hereinafter sometimes called "Mortgage") to
Sullivan & Greenleaf, Ltd., an Illinois banking corporation with an office at
Washington and Green Street, Hagerville, TN 37630 (hereinafter
sometimes called "Mortgagee")

WHEREAS, Mortgagee has or will become the owner and holder of the
premises described in Exhibit A and all of the real estate described in Exhibit A
and by this reference made a part hereof, which said
premises have a portion of the premises hereinafter described;

WHEREAS, Mortgagee desires to lend money in connection with
Mortgagee's acquisition and development of the premises hereinafter
described and Mortgagee is willing to lend provided that Mortgagee
will grant a mortgage as security for such indebtedness; and

WHEREAS, Mortgagee has concurrently herewith, executed and delivered
to Mortgagee (the "Mortgage") of even date herewith payable to the
order of Mortgagee in the amount of four hundred fifty thousand
dollars (\$450,000.00), bearing interest at an annual rate equal to the
prime rate in effect in the City of New York as of the date of
issuance of this Mortgage together with the unpaid balance and any
amount interest being due and payable on November 1, 1987, 1987

and Mortgagee, to secure the payment of the principal and interest on
the debt described in the last and effect, and to secure the payment
of all other debts which may be due and owing to Mortgagee
to be paid at any time by the ("Indebtedness hereby secured") and
the performance and discharge of all of the covenants, conditions and
agreements herein set forth contained, and in consideration of
the value and the good and valuable consideration, the
rights and interests hereby acknowledged by Mortgagee,
Mortgagee, ALLEN, GREENLEAF, ALLEN, GREENLEAF, ALLEN,
and their heirs, assigns, successors and assigns hereto, do hereby
grant, sell, convey and assign to Mortgagee and to its
successors and assigns (which together with the property
described in the next succeeding paragraphs hereof, is called the
"premises")

all right, title and interest of Mortgagee, including
all other-undivided title or reversion, in and to the beds of the way,
ditch, stream and alleys adjoining the aforesaid real estate;

together with all and singular the tenements, hereditaments,
easements, appurtenances, passages, waters, water courses, riparian
rights, ditches, liberties and privileges thereof or in any way
connected therewith or pertaining to said real estate, including any other
claim or law or equity as well as any other-undivided title,
franchise or license and reversion and remainder and remainder
thereof;

together with all buildings and improvements of every kind and
nature now or hereafter erected or placed thereon, and all
fixtures, furniture and equipment now or hereafter owned by
Mortgagee and attached to or forming a part of or used in connection
with the premises and all rents, royalties, easements and
other rights or privileges of whatsoever nature, whether or not
vested in Mortgagee, it being mutually agreed that all of the
premises property owned by Mortgagee and placed on the premises
shall be deemed to be included by law, be deemed to be included,
part of the premises, and security for the indebtedness hereby secured;

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EXHIBIT A

Lots 16 through 24, both inclusive, in Block 12 in Central Addition to Clearing, a subdivision of the South 3/4 of the East 1/2 of the Southwest 1/4 of Section 17 Township 38 North, Range 13, East of the Third Principal Meridian, In Cook County, Illinois.

PIN: ^{F.B.O.} 19-17-329-041 ^{Alan.} Volume No. 395

Property of Cook County Clerk's Office

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EXHIBIT A

Lot 12 through 24, both inclusive, in Block 12 in Central Addition to
Chicago, a subdivision of the South 2 1/2 of the East 1/2 of the
Southwest 1/4 of Section 17 Township 38 North, Range 12, East of the
Third Principal Meridian, in Cook County, Illinois.

19-17-120-041 Volume No. 392

Property of Cook County Clerk's Office

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TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee.

TO HAVE AND TO HOLD the Premises, and all other above-described property and rights, unto Mortgagee, its successors and assigns, forever; Mortgagor hereby RELEASING AND WAIVING all rights under and all virtue of the homestead exemption laws of the State of Illinois.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay when due the Indebtedness Hereby Secured and duly and timely perform and observe all of the terms, provisions, covenants and agreements herein provided to be performed and observed by Mortgagor, then this Mortgage shall cease and become void and of no effect, otherwise to remain in full force and effect.

MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness. Mortgagor shall pay when due: (a) the principal of and interest and premium, if any, on the indebtedness evidenced by the Note, and (b) all other Indebtedness Hereby Secured; and Mortgagor shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on the Mortgagor's part to be performed and observed as provided herein and in the Note; and this Mortgage shall secure such payment, performance and observance.

2. Maintenance, Repair, Restoration, Liens, etc. Mortgagor shall: (a) keep the premises in good condition and repair, without waste, and free from mechanic's, materialmen's or like liens or claims or other liens or claims for lien; (b) comply with all requirements of law, municipal ordinance or restrictions and covenants of record with respect to the Premises and the use thereof; (c) suffer or permit no unlawful use of, or nuisance to exist upon, the Premises, and (d) cause the Premises to be managed in competent and professional manner.

3. Other Liens. Except as otherwise expressly provided herein, Mortgagor shall not create or suffer to exist any mortgage, lien, charge or encumbrance to attach to the Premises, whether inferior or superior to the lien of this Mortgage, excepting only the lien of real estate taxes and assessments not due or delinquent.

4. Taxes. Mortgagor shall pay before any penalty attaches all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all such, the "Taxes"), whether or not assessed against Mortgagor, if applicable to the Premises or any interest therein, or the Indebtedness Hereby Secured, or any obligation or agreement secured hereby; and Mortgagor shall, upon written request, furnish to Mortgagee duplicate receipts therefore.

5. Insurance. Mortgagor at its own expense will keep insured all of the buildings and improvements now or hereafter included within the Premises, and each and every part and parcel thereof against such risks as Mortgagee may require.

All policies of insurance shall be with companies, and in form and amounts satisfactory to Mortgagee. All policies of casualty insurance shall have attached thereto Mortgagee clauses or endorsements in favor of and with loss payable to and in form satisfactory to Mortgagee and shall provide that such insurance may not be cancelled or altered as to Mortgagee without at least 10 days prior written notice to Mortgagee.

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...with all awards and other compensation hereof or ... to be held to the present and all subsequent owners of the ... by either party or by either party, either party or ... of all or any part of the Premises or any essential or ... including easements and consequential benefits and ... which said awards and compensation are ...

...and all other above-mentioned ... the Mortgagee, its successors and assigns, ... and WAIVING all rights under ... of the State of Illinois, ...

...shall pay when due and ... and timely perform and observe ... and agreements herein provided ... by Mortgagee, then this Mortgage shall ... otherwise be void and of no effect, ...

ARTICLE IV - MORTGAGEE'S OBLIGATIONS AND AGREES AS FOLLOWS:

1. Assignment of Indebtedness. Mortgagee shall not ... of the Indebtedness ... and (d) all other Indebtedness hereby assigned ... and observe all ... and agreements on the ... and observe as provided herein and ... such payment, performance ...

2. Assignment of Indebtedness. Mortgagee shall ... in good condition and repair, without ... or like lease or other ... all ... and covenants of record with ... and the use thereof; (c) neither of ... to exist upon the Premises; and (d) ... in consistent and professional manner ...

3. Payment of Taxes. Mortgagee shall not ... or until any mortgage, lien, ... or attachment to attach to the Premises, whether ... of this Mortgage, exceeding only the ... of delinquent ...

4. Insurance. Mortgagee shall pay before ... of the Indebtedness, when charged, ... and ... of every ... the "Taxes", whether or not ... to the Premises or any interest ... or any obligation or ... and Mortgagee shall, upon written request, ...

5. Insurance. Mortgagee as its own expense will keep ... of the Indebtedness now or hereafter included within the ... and every year and parcel thereof against ...

All policies of insurance shall be with companies ... All policies of ... shall have attached thereto Mortgagee clauses or endorsements ... and in form satisfactory to Mortgagee and ... such insurance may not be cancelled or altered ... 10 days prior written notice to ...

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6. Proceeds of Insurance. Mortgagor shall give Mortgagee prompt notice of any damage to or destruction of the Premises, and Mortgagee may apply the proceeds of insurance consequent upon and insured casualty upon the Indebtedness Hereby Secured, in such order or manner as Mortgagee may elect.

7. Condemnation. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken or damaged under the cover of eminent domain or by condemnation including any payment made in lieu of or in settlement of a claim or threat of condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness Hereby Secured then most remotely to be paid, whether due or not. No interest shall be allowed to Mortgagor on account of any award held by Mortgagee.

8. Stamp Tax. If, by the laws of the United States of America, or of any state or subdivision thereof, any tax is used or becomes due on respect of the issuance of the Note or this Mortgage, or any related document, Mortgagor shall pay such tax in the manner required by law.

9. Extensions of Time and Amendments on Junior Liens and Others. If the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security therefore be released, all persons now or at any time hereafter liable therefore, or interested in the Premises, shall be held to assent to such extension, variation or release, and their ability, and the lien, and all provisions hereof, shall continue in full force and effect, without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

10. Performance of Mortgagor's Obligations. In case of default herein, Mortgagee, either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein required of Mortgagor (whether or not Mortgagor is personally liable therefore) in any form and manner deemed expedient to Mortgagee; and Mortgagee may, but shall not be required to, 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 the Premises or contest any tax assessment, operate and manage the Premises and such improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, shall be so much additional Indebtedness Hereby Secured, whether or not they exceed the face amount of the Note, and shall become immediately due and payable without notice, and with interest thereon at the Default Rate, as defined in the Note.

11. Inspection. Mortgagee shall have the right to inspect the premises and all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose.

12. Financial Statements. If required by Mortgagee, Mortgagor will furnish to Mortgagee financial and operating statements of the Premises for such periods, in such form and at such times as required by Mortgagee, all at Mortgagor's expense.

13. Uniform Commercial Code. This Mortgage constitutes a Security Agreement under the Illinois Uniform Commercial Code (the "Code") with respect to any of the following: personal property or fixtures relating to any and all heating, ventilation, electric and air conditioning incorporated into the structure (all for the purposes of this Paragraph 13 call "Collateral"); all of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property compromising the Premises in addition thereto;

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6. Assignment of Insurance. Mortgagee shall give Mortgagee prompt notice of any change in the location of the premises, and Mortgagee may require the proceeds of insurance consequence upon and insured property upon the premises hereby secured, in such order or manner as Mortgagee may direct.

7. Companionship. Mortgagee hereby assigns, transfers and conveys over and over the entire proceeds of any award or claim for damage to the premises, and Mortgagee may take any award or claim for damage to the premises under the cover of assignment or by endorsement including any payment made in lieu of a settlement or claim or threat of condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness hereby secured then most favorably to be paid, whether by or not. No interest shall be allowed to Mortgagee on account of any award held by Mortgagee.

8. State Tax. If, by the laws of the United States of America, or of any State or subdivision thereof, any tax is used or levied due on the proceeds of the loan or this mortgage, or any interest thereon, Mortgagee shall pay such tax in the manner required by law.

9. Priority of this mortgage over all other mortgages. The priority of this mortgage shall be as provided in the instrument by which it is created, and if any other mortgage is recorded or is in effect, and if any other mortgage is recorded or is in effect, then this mortgage shall have the priority over the rights of the other mortgagee.

10. Maintenance of Mortgagee's Obligations. In case of default by the Mortgagor, either before or after acceleration of the mortgage, Mortgagee shall have the right to take possession of the premises, and if any part of the property thereon be sold, all persons now or at any time hereafter liable thereon, shall be held to answer to such sale, variation or release, and their liability, and the lien, and the provisions hereof, shall continue in full force and effect. Without obtaining the consent of the holder of such junior lien and without the lien of this mortgage losing its priority over the rights of the other mortgagee.

11. Insurance. Mortgagee shall have the right to insure the premises, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose.

12. Financial Statements. It is required by Mortgagee, Mortgagor will furnish to Mortgagee financial and operating statements of the business for each period, in such form and at such times as required by Mortgagee, all of Mortgagee's expense.

13. General Provisions. This mortgage constitutes a security interest under the Uniform Commercial Code (the "Code"), and is subject to the following provisions: (a) all of the provisions of the Code relating to security interests, including those relating to the perfection of this mortgage, shall apply to this mortgage. (b) all of the provisions of the Code relating to the discharge of this mortgage, shall apply to this mortgage. (c) all of the provisions of the Code relating to the enforcement of this mortgage, shall apply to this mortgage. (d) all of the provisions of the Code relating to the priority of this mortgage, shall apply to this mortgage.

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- (a) Mortgagor represents that it (being the debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges of encumbrances other than this Mortgage or in favor of Mortgagee.
- (b) The Collateral will be kept at the real estate comprised within the Premises, and will not be removed therefrom without the prior written consent of Mortgagee (being the Secured Party as that term is used in the Code) and the Collateral may be affixed to such real estate but will not be affixed to any other real estate.
- (c) Mortgagor will at its own cost and expense, upon demand, furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts and things as Mortgagee may at any time or from time to time request to establish and maintain a first-priority perfected security interest in the Collateral as security for the Indebtedness Hereby Secured; subject to no prior liens or encumbrances and Mortgagor will pay the cost of filing the same or recording such financing statements or other documents and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be desirable.
- (d) Upon and Event of Default hereunder and at any time thereafter, Mortgagor at its option may declare the Indebtedness Hereby Secured immediately due and payable, all as more fully set forth in Paragraph 16 hereof, and thereupon Mortgagee shall have the remedies of a secured party under the Code. Any foreclosure sale may be held as part of and in conjunction with any foreclosure sale of the real estate comprised within the Premises, the Collateral and real estate to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling the like and the attorney's fees and legal expenses incurred by Mortgagee, shall be applied against the Indebtedness Hereby Secured. Mortgagee will account to Mortgagor for any surplus realized on such disposition.
- (e) The remedies of the Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of Mortgagee, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the Indebtedness Hereby Secured remains unsatisfied.
- (f) This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral and the goods described at the beginning of the Mortgage, which goods are or are to become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are set forth in Paragraph 27 hereof. This Mortgage is to be filed for record with the Registrar of Deeds of the County or Counties where the Premises are located. Mortgagor is the record owner of the Premises.

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... (being the factor as to ...)

(1)

... will be held as the real estate ...

(2)

... will at its own cost and expense, upon ...

(3)

... (being the factor as to ...)

(4)

... (being the factor as to ...)

(5)

... (being the factor as to ...)

(6)

... (vertical text)

Property of ... Clerk's Office

14. Events of Default. If one or more of the following events (herein called "Events of Default") shall occur:

- (a) Default be made and shall continue for five (5) days in the due and punctual payment of the Note or any installment thereof, either principal or interest, as and when the same is due and payable, or if default be made and shall continue for five (5) days in the making any payment of monies required to be made hereunder or under the Note; or
- (b) If, without the prior written consent of Mortgagee, Mortgagor or any beneficiary of the Mortgagor shall create, effect or consent to or shall suffer or permit (or shall contract for or agree to) any conveyance, sale, assignment, transfer, or alienation of the Premises or any part thereof or interest therein, (including without limitation of any beneficial interest), in each case whether any such conveyance, sale, transfer, lien or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; or
- (c) If (and for the purpose of this subsection (d) of this Paragraph 14 only, the term Mortgagor shall mean and include not only Mortgagor but any beneficiary of a trustee mortgagor),
- (i) Mortgagor shall file a petition in voluntary bankruptcy code under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect; or
 - (ii) Mortgagor shall file an answer admitting insolvency or inability to pay its debts, or
 - (iii) Within thirty (30) days after filing against Mortgagor of any involuntary proceeding under the federal bankruptcy code or similar law for the relief of debtors, such proceedings shall not have been vacated or stayed, or
 - (iv) Mortgagor shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagor for all or a material part of Mortgagor's property or the Premises, in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within thirty (30) days, or
 - (v) Mortgagor shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all a material part of its property, or the Premises; or
- (d) If default shall continue for ten (10) days after notice thereof by Mortgagee to Mortgagor in the due and punctual performance or observance of any other agreement or conditions herein or in the Note:

then Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder to declare, without further

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14. Waiver of Default. If one or more of the following events (events called "events of default") shall occur:

(a) Default shall be made and shall continue for five (5) days in the due and punctual payment of the Note or any installment thereon, either principal or interest, as and when the same is due and payable, or if default be made and shall continue for five (5) days in the making any payment of money required to be made hereunder or under the Note; or

(b) Without the prior written consent of Mortgagee, Mortgagee or any beneficiary of the Mortgage shall assign, transfer, or alienation of the premises or any part thereof or interest therein (including without limitation of any beneficial interest), in any way, whether by such conveyance, sale, transfer, lease or otherwise, or operation of law or otherwise, or

(c) If (and for the purpose of this section (c)) of this Mortgage is only, the term Mortgage shall mean and include not only Mortgagee but any beneficiary of a named mortgagee.

(d) Mortgagee shall file a petition in voluntary bankruptcy code under any chapter of the Federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect, or

(e) Mortgagee shall file an answer admitting insolvency or liability to pay the debt, or

(f) Within thirty (30) days after filing against Mortgagee of any involuntary proceeding under the Federal bankruptcy code or similar law for the relief of debtors, such proceedings shall not have been vacated or stayed, or

(g) Mortgagee shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagee for all or a material part of Mortgagee's property or the premises, in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagee, and such trustee or receiver shall not be discharged or such liquidation relinquished or vacated or stayed or appeal or otherwise stayed within thirty (30) days, or

(h) Mortgagee shall make an assignment for the benefit of creditors of shall admit in writing the inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or a material part of its property, or the premises, or

(i) Default shall continue for ten (10) days after notice is given by Mortgagee to Mortgagee in the due and punctual performance or observance of any other agreement or condition herein or in the Note:

then Mortgagee is hereby authorized and empowered, as its option, and without releasing the lien hereby created or the priority of such lien or any other of Mortgagee hereunder to declare, without further

EXHIBIT

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notice, all Indebtedness Hereby Secured to be immediately due and payable, whether or not such default be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this Mortgage or to exercise any right, power or remedy provided by this Mortgage, the Note, or by law or in equity conferred.

15. Possession by Mortgagee. When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to enter into and upon the Premises and take possession thereof or to appoint an agent or trustee for the collection of the rents, issues and profits of the Premises. The net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of the Indebtedness Hereby Secured as Mortgagee may elect; the rents, issues and profits of and from the Premises are hereby specifically pledged to the payment of the Indebtedness Hereby Secured.

16. Foreclosure. When the Indebtedness Hereby Secured, or any part, thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimate 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 and similar data and assurance with respect to title, as Mortgagee may deem necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of attorneys employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by the Mortgagor, with interest thereon at the Default Rate in the Note per annum until paid.

17. Receiver. 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 the Premises. Such appointment may be made either before or after sale, without regard to solvency or insolvency of Mortgagor 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 Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, 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.

18. Proceeds of Foreclosure Sale. 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 Paragraph 16 hereof; Second, all other items with, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Note, with interest on such items as herein provided; Third, to interest remaining unpaid upon the Note; Fourth, to the principal remaining unpaid upon the Note; and Fifth, any remaining amounts to Mortgagor and its successors or assigns, as their rights may appear.

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17. Particulars. When the Indebtedness hereby secured shall become due, whether by acceleration or otherwise, the mortgagee shall have the right to foreclose the debt and the mortgagor shall be bound to appoint an agent or trustee for the management of the property, issued and profile of the premises, and to allow a reasonable fee for the collection thereof, and the management of the premises, may be applied to the court or the Indebtedness hereby secured may object, the court, the trustee or agent appointed by the Indebtedness hereby secured shall be bound to the payment of the Indebtedness hereby secured.

18. Particulars. When the Indebtedness hereby secured shall become due, whether by acceleration or otherwise, the mortgagee shall have the right to foreclose the debt and the mortgagor shall be bound to appoint an agent or trustee for the management of the property, issued and profile of the premises, and to allow a reasonable fee for the collection thereof, and the management of the premises, may be applied to the court or the Indebtedness hereby secured may object, the court, the trustee or agent appointed by the Indebtedness hereby secured shall be bound to the payment of the Indebtedness hereby secured.

19. Particulars. When the Indebtedness hereby secured shall become due, whether by acceleration or otherwise, the mortgagee shall have the right to foreclose the debt and the mortgagor shall be bound to appoint an agent or trustee for the management of the property, issued and profile of the premises, and to allow a reasonable fee for the collection thereof, and the management of the premises, may be applied to the court or the Indebtedness hereby secured may object, the court, the trustee or agent appointed by the Indebtedness hereby secured shall be bound to the payment of the Indebtedness hereby secured.

20. Particulars. When the Indebtedness hereby secured shall become due, whether by acceleration or otherwise, the mortgagee shall have the right to foreclose the debt and the mortgagor shall be bound to appoint an agent or trustee for the management of the property, issued and profile of the premises, and to allow a reasonable fee for the collection thereof, and the management of the premises, may be applied to the court or the Indebtedness hereby secured may object, the court, the trustee or agent appointed by the Indebtedness hereby secured shall be bound to the payment of the Indebtedness hereby secured.

21. Particulars. When the Indebtedness hereby secured shall become due, whether by acceleration or otherwise, the mortgagee shall have the right to foreclose the debt and the mortgagor shall be bound to appoint an agent or trustee for the management of the property, issued and profile of the premises, and to allow a reasonable fee for the collection thereof, and the management of the premises, may be applied to the court or the Indebtedness hereby secured may object, the court, the trustee or agent appointed by the Indebtedness hereby secured shall be bound to the payment of the Indebtedness hereby secured.

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19. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that Mortgagee's clause attached to each of the casualty insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to said decree creditors. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such larger steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to Mortgagor for prepaid premiums thereon.

20. Waiver. Mortgagor hereby covenants that it will not at any time insist upon or plead, or in any manner whatsoever claim or take advantage of any stay, exemption, extension, or moratorium law now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or other of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and any person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the Provisions of Illinois Revised Statutes, Chapter 110, Sections 15-1601, and any statute enacted in replacement or substitution thereof.

21. Further Assurances. Mortgagor will do, acknowledge and deliver all and every further acts, deeds, conveyances, transfer and assurances necessary or proper, in the sole judgment of Mortgagee, for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired.

22. Successors. In the event that the ownership of the Premises becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with Mortgagor. Mortgagor will give immediate written notice to Mortgagee of any conveyance, transfer or change in ownership of the Premises, but nothing in this Paragraph shall vary or negate the provisions of Paragraph 15 hereof.

23. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or limited, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission of Mortgagee in the exercise of any right, power or remedy shall impair any such right, power or remedy, or be construed to be a waiver of any type.

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24. Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of Mortgagee and its successors and assigns.

25. Time of the Essence. Time is of the essence for the Note, this Mortgage, the Assignments and any other document evidencing or securing the Indebtedness Hereby Secured.

26. Notice. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by registered or certified mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party may by notice in writing designate for itself.

(a) If to Mortgagee: WESTBANK/Naperville, Washington and Gartner Roads, Naperville, IL, 60540

(b) If to Mortgagor: Marquette National Bank, 6316 South Western Avenue, Chicago, IL.

Any such other notice may be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly signed, sealed and delivered the day and year above written.

Marquette National Bank as
Trustee under Trust Agreement
dated January 25, 1975 and known
as Trust #6736 & not personally.

This instrument is executed by the Marquette National Bank, not personally, but only as Trustee, and no personal liability is assumed by or shall be enforced against said Marquette National Bank because of or on account of the making of this instrument.

By: Anne M. Schreiner
Vice President

Attest: Joyce Schreiner
Assistant Secretary

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1. This mortgage and each of every covenant, condition, and agreement herein shall be binding upon Mortgagor and the heirs, assigns and assigns (including, without limitation, each and every person owning from time to time of the premises or any other person having a legal interest therein), and shall inure to the benefit of the successors and assigns.

2. The term of this mortgage, time is of the essence for the note, this mortgage, the instruments and any other documents evidencing or securing the indebtedness hereby secured.

3. Notice. Any notice which any party hereto may desire to give to another party shall be in writing, and the notice shall be registered or certified mail, return receipt requested, to the respective addresses of the parties set forth herein, or to such other place as any party may by notice in writing designate for itself.

(a) If to Mortgagor: WESTBANK/NAPERVILLE, WASHINGTON and
Gardner Road, Naperville, IL, 60540

(b) If to Mortgagee: Mortgages National Bank, Chicago, Illinois

Any and other notices may be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.

IT IS HEREBY CERTIFIED that the Mortgagee has caused this Mortgage to be duly signed, sealed and delivered the day and year above written.

Witness my hand and seal of office this 1st day of January, 1977, at Chicago, Illinois.

Witness my hand and seal of office this 1st day of January, 1977, at Chicago, Illinois.



112222101

UNOFFICIAL COPY

5 7 5 3 5 4 3 1

State of Illinois)
County of Cook)

KATHLEEN

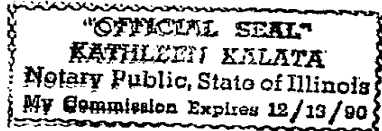
I, (Kathy) Kalata, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Anne M. Scheurich & Joyce Schreiner personally known to me to be the Vice President & Ass't. Sect'y. of said ~~corporation~~ ^{BANK}, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said ~~corporation~~ ^{BANK}, and caused the corporate seal of said ~~corporation~~ ^{BANK} to be affixed thereto, pursuant to authority, given by the Board of Directors of said ~~corporation~~ ^{BANK} as their free and voluntary act, and as the free and voluntary act and deed of said ~~corporation~~ ^{BANK}, for the uses and purposes therein set forth.

BANK

Given under my hand and notarial seal this 27th day of October 19 87.

Kathleen Kalata
Notary Public

My commission expires 12-13-90.



87585431

20 Mail

DEPT-01 RECORDING
14111 TRAN 4173 10/29/87 15:03:00
#0826 # 2 *--87--585431
COOK COUNTY RECORDER

87585431

UNOFFICIAL COPY

(State of Illinois)
(County of Cook)

Notary Public

I, a Notary Public in and for said County, in
the County of Cook, State of Illinois, do hereby certify that
the following is a true and correct copy of the
original instrument filed for record in my office
on this day of _____, 19____, at _____
and that the same is a true and correct copy of the
original instrument as the same appears from the
records of my office. I have compared the
copy with the original and find it to be a
true and correct copy of the original instrument
as the same appears from the records of my office.
In testimony whereof, I have hereunto set my hand
and the seal of my office, at _____, Illinois,
this _____ day of _____, 19____.

Notary Public

My commission expires on _____, 19____.

03280197

COOK COUNTY CLERK'S OFFICE
RECORDS SECTION
1501 W. WASHINGTON ST.
CHICAGO, ILL. 60604
TEL: 312-742-2000

Property of Cook County Clerk's Office