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Real Estate Mortgage

U 87189014

Made April 3, 1987

Between Dobson The Mover Corporation
whose address is 3741 Wilder Road, Bay City, Michigan
(hereinafter referred to as "Mortgagor"), and First of America Bank - Bay City, N.A. National Banking Corporation, having its principal office at 300 Center Avenue in the City of Bay City Michigan (hereinafter referred to as "Mortgagee").

WITNESSETH, That Mortgagor mortgages and warrants to Mortgagee the following described real estate situated in the County of Cook State of Illinois to-wit:

Lots 3 and 4 in Farrell Industrial Park, being a Subdivision of the West 7.99 acres of the South 10 acres of that part of the North West 1/4 lying West of the East 60 acres of the North West 1/4 and North of the South 580.00 feet of said North West 1/4 of Section 3, Township 36 North, Range 13 (except any portion thereof taken for highway purposes in Cicero Ave.) all in Cook County, Illinois.

28-03-10C-067 - (3 Lot) 9 g 200
068 - (4 Lot) 9 g 200

together with the privileges, appurtenances, improvements, tenements and hereditaments therunto belonging and together with any and all buildings and other structures now or hereafter erected upon said premises and all shelving, counters, office, department and other partitions, all store fixtures, gas and electric fixtures, radiators, heaters, engines, machinery, broilers, ranges, elevators, motors, bath tubs, sinks, waterclosets, basins, pipes, faucets and other plumbing, heating and air conditioning equipment, mirrors, mantels, refrigerating plants and ice boxes, cooking apparatus, window screens, screen doors, awnings, and such other goods and chattels and personal property as are ever furnished by landlords in letting or operating an unfurnished building and which are now or shall hereafter be placed in or upon any such building or structure and attached thereto by nails, screws, bolts, pipe connections, masonry or in any other manner, all of which are hereby declared to be and shall be deemed to be fixtures and as accession to the premises and a part of the realty and encumbered by this mortgage.

TO SECURE the performance of the covenants and agreements herein contained, and the payment when the same shall become due of the principal sum of Eight Hundred Forty Eight Thousand Two Hundred \$848,200.00 DOLLARS, according to a Note concurrently herewith, executed and delivered to said Mortgagee by said Mortgagor or one of them, and for the further purpose of securing the payment of any and all sums, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagor to the Mortgagee or to the holder of said Note or to the Assignee of said Note or this mortgage or under any other instrument, obligations, contracts or agreements or dealings of any and every kind now or hereafter existing or entered into between the Mortgagor and the Mortgagee or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any other agreements had by and between the parties herein, and including all present and future indebtedness incurred or arising by reason of guarantee to Mortgagee by Mortgagor or present or future indebtedness or obligations of third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagor to third parties and assigned by said third parties to Mortgagee, and any and all renewals or extensions of any of the foregoing, hereinafter collectively called the "indebtedness", and further, to secure the prompt and faithful performance and observance by the Mortgagor of all the terms, undertakings, covenants and conditions by the Mortgagor to be kept, observed or performed under or according to any and all instruments, obligations, contracts, or agreements entered or to be entered in the future between the Mortgagor and the Mortgagee

Mortgagor hereby covenants, promises and agrees as follows:

1. To pay said sum of money mentioned in said Note, and the interest thereon, and to also pay or cause to be paid, the indebtedness hereby otherwise secured, present or future, all according to the tenor and effect thereof.

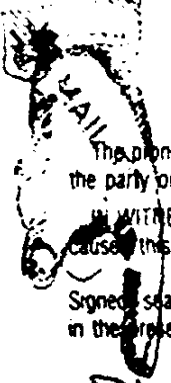
2. If required by Mortgagee, to make monthly deposits with Mortgagee, in a non-interest bearing account, at the same times as installments of principal and interest are payable, of a sum equal to one-twelfth (1/12) of the estimated yearly taxes and assessments levied or to be levied against the premises herein described and insurance premiums, all as estimated by Mortgagee. Such deposits shall be applied by Mortgagee to the payment of such taxes and assessments and insurance premiums when due. Any insufficiency of such account to pay such taxes, assessments and insurance premiums when due shall be payable by Mortgagor on demand. 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 will not be affected except insofar as the obligations thereunder shall have been actually met by compliance with the terms of this paragraph. Mortgagee may at any time hereafter at its option waive, and after such waiver reinstate, any or all of the provisions of this paragraph with respect to the making of monthly deposits for estimated yearly taxes, assessments and insurance premiums by notifying Mortgagor in writing of such waiver or reinstatement. While any such waiver is in effect Mortgagor will pay taxes, assessments and insurance premiums for which monthly deposits have been waived as elsewhere provided in this mortgage.

3. So long as any part of the indebtedness hereby secured shall be unpaid, To remove from said premises all statutory lien claims, to protect the title and possession of said real estate, and to pay when the same shall become due and before any interest or penalty for nonpayment attaches thereto, all taxes and assessments, general and special, now existing, or hereafter levied or assessed, upon said real estate or the interest therein created by this mortgage, or which by the laws of Michigan may be levied or assessed against said Mortgagor or its mortgage interest in said land, or the indebtedness hereby secured, or upon this mortgage, and deliver the official receipts therefor to the Mortgagee.

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The pronouns and relative words herein used shall be read as if written in the singular, plural, feminine or neuter forms so as to appropriately refer to the party or parties designated.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written and in the event Mortgagor is a corporation, it has caused this mortgage to be signed by its duly authorized officer or officers on the day and year first above written.

Signed, sealed and delivered in the presence of:

John C. Hennel

Stephen L. Hennel

Michael A. Sistrup

Michael A. Sistrup

DOBSON THE MOVER CORPORATION (L.S.)

By: *James E. Dobson* (L.S.)
James E. Dobson, Chairman

By: *Anne C. Dobson* (L.S.)
Anne C. Dobson, Vice Pres & Secretary

STATE OF MICHIGAN

COUNTY OF BAY

On this 3rd day of April in the year 1987 before me personally appeared James E. Dobson and Anne C. Dobson

- Individual: to me known to be the person(s) described in and who executed the foregoing instrument and (severally) acknowledged to me that he/she/they executed the same
- Partnership: to me known to be a partner in the partnership described in and he/she/they which executed the foregoing instrument, and acknowledged to me that such partnership executed the same
- Corporation: to me known to be an officer in the corporation described in and he/she/they which executed the foregoing instrument, and acknowledged to me that such corporation executed the same

William May Phares

Notary Public
19-3--1987

Bay County, Michigan

My commission expires 11/1/88
Notary Public, Bay County, Michigan
My Commission expires 11/1/88

Instrument drafted by and when recorded return to:

Joseph A. Sasiela
First of America Bank-Bay City, N.A.
300 Center Avenue
Bay City, MI 48708

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9. In the event damages are paid or awarded for the taking of or injury to the property herein mortgaged, whether such taking or injury be done under the power of eminent domain or otherwise, and all such payments, awards and damages arising thereunder shall be paid to Mortgagee, to be applied at the option of Mortgagee toward the satisfaction of any and all indebtedness existing by virtue of this mortgage whether or not said indebtedness be then due.

10. Should default be made in any of the terms, conditions or covenants herein contained, the entire indebtedness hereby secured with interest thereon shall at the option of the Mortgagee, exercised at any time thereafter without notice to anyone, become due and payable at once, and said Mortgagee may enforce payment thereof by foreclosure or otherwise. The commencement by said Mortgagee of proceedings to foreclose this mortgage in any manner authorized by law or to otherwise enforce the same, shall be deemed an exercise of such election or option. The rights, remedies and options given to the Mortgagee in this mortgage shall be considered cumulative only, and the exercise of one or more of them upon the happening of a default shall not preclude the exercise of any other rights specifically granted in this mortgage or permitted by law.

11. In case of any such breach or default in the performance of any of the terms, conditions or covenants herein contained, said Mortgagee is hereby authorized and empowered to sell or cause to be sold the property hereby mortgaged, at public vendue, pursuant to the statute in such case made and provided, and out of the proceeds of such sale to retain the principal and interest of all sums then due, including any items paid by Mortgagee for or on behalf of the Mortgagor, as well as the cost and charges of such sale, and also the attorney's fee provided by statute, rendering the surplus moneys (if any there should be) to the said Mortgagor, his representative or assigns. At such sale or at a sale pursuant to a judgment for the foreclosure hereof, the premises herein mortgaged may, at the option of the Mortgagee, be sold as one parcel.

12. In the event new buildings and improvements are now being or are to be erected or placed on the premises hereby mortgaged (that is, if this is a construction loan mortgage) and if Mortgagor does not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgagee, on or before thirty days prior to the due date of the first payment of principal, or if work on said construction should cease before completion and the said work should remain abandoned for a period of thirty days, then and in either event, the entire principal sum of the Note secured by this mortgage and interest thereon shall at once become due and payable, at the option of Mortgagee, and in the event of abandonment of work upon the construction of the said buildings or improvements for the period of thirty days as aforesaid, Mortgagee may, at its option, also enter into and upon the mortgaged premises and complete the construction of the said buildings and improvements, hereby giving the Mortgagee full power and authority to make such entry and to enter into such contracts or arrangements as may be necessary to complete the said buildings and improvements. Any such failure to complete construction or any such cessation of work or abandonment shall constitute waste.

13. In furtherance of the provisions of paragraph 12 above, Mortgagor does further hereby irrevocably constitute and appoint Mortgagee its true and lawful attorney for it and in its name, and without consent of Mortgagor, to make disbursement of any loan monies to be advanced hereunder, and further to do and perform on behalf of Mortgagor, all matters and things which Mortgagee may in its sole discretion and judgment deem necessary or proper to assure continuance and completion of the construction work. All monies advanced or expended by Mortgagee as permitted by this or paragraph 12 above, shall be added to the principal amount of the indebtedness, secured by these presents, and shall be payable by Mortgagor on demand, with interest at a rate equal to the highest rate due and payable under a Note secured hereby.

14. Mortgagor, at the option of Mortgagee, shall pay a "late charge" not exceeding four percentum of any said aggregate monthly installments when paid more than fifteen days after the due date thereof (provided that in no event shall said "late charge" result in the payment of interest in excess of the maximum interest permitted by law), to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

15. If the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may deal with such successor or successors in interest with reference to this mortgage, and the debt hereby secured, in the same manner as with the Mortgagor, without in any manner violating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. The Mortgagor shall at all times continue primarily liable on the indebtedness secured hereby until this mortgage is fully discharged or Mortgagor is formally released by an instrument in writing duly executed by the Mortgagee.

16. The terms, conditions and covenants herein contained shall bind, and the benefits and advantages thereof inure to and respectively heirs, executors, administrators, assigns and successors of the parties hereto.

17. MORTGAGEE'S RIGHT TO ACCELERATE ON SALE: Mortgagor(s) jointly and severally understand, agree and expressly consent that mortgagee hereby reserves and shall have the optional right to declare all sums secured by this mortgage to be immediately due and payable, in the event the mortgagor(s) without mortgagee's prior written consent, sell, transfer or convey any interest in the mortgaged premises, EXCLUSIVE of and EXCEPTING any sale, transfer or conveyance (a) by and to any initial mortgagor, or (b) by testamentary devise, inheritance or by operation of law upon the death of a joint tenant or a tenant by the entirety, mortgagee's option to accelerate in any such cases may be exercised by the written notice thereof to any one or more of the mortgagors or to any one or more of the parties to whom such interest was sold, transferred or conveyed, at any time within 30 days after mortgagee has received actual notice of the sale, transfer or conveyance, and no one waiver by mortgagee shall estop or bar an exercise of such optional right to accelerate by mortgagee upon any subsequent sale or sales, transfer or transfers or conveyance or conveyances.

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4. To abstain from the commission of waste on the mortgaged premises and to keep the building thereon and equipment in good repair, and promptly comply with all statutes, ordinances, regulations and requirements of all departments of government, affecting the mortgaged premises.

5. To keep said buildings, and any which may hereafter be erected upon said premises, insured against loss or damage by fire and such other hazards or risks as may be required by said Mortgagee in such amount or amounts as may be required by said Mortgagee, in such insurance company or companies as the said Mortgagee, its successors or assigns, may approve, and to deliver to said Mortgagee, as additional security hereto, the policies of such insurance and of any additional insurance which shall be taken out upon such buildings while any part of the indebtedness aforesaid shall remain unpaid, having attached to said policies such mortgage indemnity clause as said Mortgagee shall direct. Renewals of such policies shall be so delivered at least ten days before any such insurance shall expire. All such insurance carried shall be satisfactory to said Mortgagee. Any sum which may become due under any such policy may be applied by said Mortgagee, at its option, either to reduce said debt or to repair or replace the improvements covered by said policy. Said Mortgagee may procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in like amount, as it may determine, provided Mortgagor fails to replace any such insurance within ten days after being notified that the Insuring Company is no longer approved by Mortgagee. In case of sale under foreclosure hereof, all such insurance shall thenceforth, and until the period of redemption shall expire, be made payable to the holder of the certificate of sale; and in such event said Mortgagee is hereby authorized to collect the unearned premium on any such policy it may cause to be cancelled and apply such premium towards the payment of premium on any such new insurance so payable to the holder of such certificate.

6. In case said Mortgagor shall neglect or refuse to keep said premises in good repair and condition, to pay promptly when due all taxes and assessments, as aforesaid, or to remove any statutory liens on said premises, or to keep the buildings and improvements insured, as aforesaid, and deliver the policy or policies of insurance, or the renewals thereof, to said Mortgagee, as aforesaid, then said Mortgagee may, if it shall so elect, make repairs, pay such taxes and assessments, with the accrued interest, penalties, officer's fees, and expenses thereon, redeem said premises which may have been sold or forfeited for taxes or assessments thereon, purchase any tax title thereon, remove any tax title thereon, remove any statutory liens and prosecute or defend any suits in relation thereto, insure and keep insured said buildings in the sum, as aforesaid, or for any less sum and for such time, as said Mortgagee may deem proper. Any sums which may be so paid out by said Mortgagee, and all sums paid out for substituted insurance, as aforesaid, including the costs, expenses and attorney's fees paid in any suit affecting said real estate, when necessary to protect the lien hereof, shall bear interest from the dates of such payments at a rate equal to the highest rate due and payable under any Notes secured hereby, shall be paid by said Mortgagor to said Mortgagee upon demand and shall be deemed a part of the indebtedness hereby secured, and recoverable as such in all respects. Any such liens, claims, taxes, assessments, or tax title so purchased, paid, or redeemed by said Mortgagee shall, as between the parties hereto and their successors in interest, be deemed valid, so that in no event shall the necessity or validity of any such payments be disputed.

Should any default be made in the covenants of this mortgage, said Mortgagee may cause the abstract or abstracts of title or title insurance policies and the tax histories of said premises to be certified to date, or may procure new abstracts of title or title insurance policies and tax histories in case none were before left or kept on deposit with said Mortgagee, and the money so paid shall be a lien on said premises added to the amount secured by this mortgage and payable forthwith, with interest thereon at a rate equal to the highest rate due and payable under any Note secured hereby.

7. The failure, refusal or neglect of the Mortgagor to pay any of the taxes assessed against the premises herein mortgaged before any interest or penalty for nonpayment attaches thereto shall constitute waste in accordance with the provisions of Section 27A-2927, Michigan Statutes Annotated and any amendments thereto. The failure, refusal or neglect of the Mortgagor to keep the mortgaged premises adequately insured as herein provided, or to pay the premiums therefor, shall likewise constitute waste in accordance with the provisions of said Section 27A-2927.

Upon the happening of either or both of such acts of waste and on proper application made hereby by Mortgagee to a court of competent jurisdiction, the Mortgagee shall forthwith be entitled to the appointment of a Receiver of the property hereby mortgaged and of the earnings, income, issue and profits thereof, with such powers as the court making such appointment shall confer. The Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

Payment by the Mortgagee for and on behalf of the Mortgagor of any such delinquent tax or insurance premium, properly payable by Mortgagor under the terms of this mortgage, shall not cure the default herein described nor shall it in any manner impair the Mortgagee's right to the appointment of a receiver on account thereof.

8. As additional security for the payment of the Indebtedness, interest thereon, insurance premiums, taxes and assessments, at the time and in the manner herein agreed, and for the performance of the covenants and agreements herein contained, the Mortgagor does hereby sell, assign, transfer and set over unto the Mortgagee herein all the rents, profits and income under existing and future leases of the mortgaged premises, whether due or to become due while this mortgage remains undischarged. This assignment of rents shall run with the land and be good and valid as against the Mortgagor herein, or those claiming by, under or through the Mortgagor, from the date of the recording of this instrument. This assignment shall continue to be operative during the foreclosure or any other proceedings taken to enforce this mortgage. In the event of a sale on foreclosure which shall result in a deficiency, this assignment shall stand as security during the redemption period for the payment of such deficiency.

In the event of default in any of the terms, conditions or covenants of this mortgage, the Mortgagor shall, upon demand therefor made by the Mortgagee, deliver and surrender possession of the mortgaged premises to the Mortgagee, who shall thereafter collect the rents and income therefrom, rent or lease said premises or portion thereof upon such terms and for such time as it may deem best, terminate any tenancy and maintain proceedings to recover rents and possession of the premises from any tenant or trespasser, and apply the net proceeds of such rent and income to the following purposes:

- (a) Preservation of the premises;
- (b) Payment of taxes;
- (c) Payment of insurance premiums;
- (d) Payment of installments of interest and principal due under the terms of this mortgage.

In the event that the Mortgagor fails, refuses or neglects to deliver or surrender such possession, the Mortgagee shall be entitled to the appointment of a receiver of the property hereby mortgaged and of the earnings, income, issue and profits thereof, with such powers as the court making such appointment may confer.

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