

MORIGAGE TO SECURE AREVOLVING PREPITY OANS 8490703

NOTICE: THIS MORTGAGE MAY SECURE BORROWINGS MADE SUBSECUENT TO'A TRANSFER OF THE PROPERTY

	This MORTGAGE TO SECURE A REVOLVING CREDIT LOAN (herein "Morigage") is made by and among SLBURBAN NATL BANK OF PALATINE,
e/ ¹	Trustoe fica Palatine National Bank, as Trustee under a Trust Agreement Date May 5, 1981 and known as Trust No. 3622
	(herein "Barrower"), and Bank of Bulfalo Grove, 10 East Dundee Road, Bulfalo Grove, Illinois 80089 (herein "Bank").
	Borrower, in consideration of the indebtedness herein recited, grants, burgains, sells and conveys, warrants and mortgages (unless Borrower is a Trust, in which event
	Borrower convoys, mortgages and quitcinims) unto Bank and Bank's successors and assigns, the following Described property located in the
	Williams Dalating Cook
	See Attached Lea 1990 Pilotto - Ook State of Illinois. See Attached Lea 1990 Pilotto - Ook State of Illinois. Commonly known as: 2000 N Old Hicks Rd Palatine 11 60074 Illinois, (herein Property Address*);
_	(02-02-80-80) (02-02-80-80)
$\widetilde{}$	commonly known as: NOTO NOTO HICKS RQ PALACINE 11 500/4366783678367836799999 Address*);
くとして	TO HAVE AND TO HOLD such property on a Bank and Bank's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all ensembles, rights, appurtenances after near for filler or reversion in and to the beds of ways, streets, avenues and alleys adjoining the Property, and rents (subject however to the rights and authorities given herein to Bank to collect and apply such rents), reyables, mineral, oil and gas rights and proliss, whier rights, and water stock, insurance and condemnation proceeds, and all fixtures now or hereafter attached to the property all of which, including replacements and additions therefore, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, for other with said property are hereinafter referred to as the "Property"; as to any property which does not constitute a lixbure (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Socially Agreement under the Uniform Commercial Code for the purpose of creating a socially interest in such property, which Borrower hereby of this is Section Party (as such term is defined in the said Code); To Secure to Bank on condition of the repayment of the individual of the Agreement") of even date herewith and by Borrower's
<u>ــــــــــــــــــــــــــــــــــــ</u>	Variable interest Rate Promissory Note ("Note") of even date here vita, is the principal sum of U.S. \$ 35,000,00 , or so much thereof as may be advanced and outstanding, with interest thereon, providing for monthly installance; of increase, with the principal balance of the indebtedness, if not sooner paid or required to be paid, due and physiology and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, the Note and this Mortgage are collectively referred to as the "Credit Documents".
7	The Note evidences a "revolving credit" as defined in Illinois Revised Statute. Chapter 17, Paragraph 0405 and as otherwise amended. The lien of this Mortgage secures payment of any existing indebtedness and four advances made pursuant to the Note, to their time a tient as it such future advances were made on the date of the execution of this Mortgage without regard to whether or not there is any advance made at the time this Mortgage is executed and without regard as to whether or not there is any indebtedness outstanding at the fire any advance is made.
•	Norwithstanding anything to the contrary herein, the Property shall include all of borrower's right, title, and interest in and to the real property described above, whether such rights title, and interest is acquired before or after execution of this Mortgage.
	Borrower expending blood of nitor execution of this working upon. Borrower covenants that Borrower is the lawful owner of the obtain in and hereby conveyed and hereby to grant, convey and mortgage the Property, and that the Property against is unencumbered except for encumbrances of record. Borrower (unless Borrower is a Trust) covenants and Sorrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower covenants that Borrower will neither that any action to partition or subdivide the Property or otherwise change the legal description of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof, or change in any way the condition of title of the Property or any part thereof, or change in any any any and thereby the Property or any part thereof, or change in any any any any any and any
\ \	COVENANTS. Borrower and Bank covenant and agree as follows:
	1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due, in accordance with the terms of the facts, the principal and interest on the indebtedness oxidenced by the Note, together with any late charges and other charges imposed under the Note. 2. APPLICATION OF PAYMENTS. Unless applicable hav requires otherwise, all payments received by Bank under the Note and the Morigage shall be applied by Bank first in payment of amounts payable to Bank by borrower under paragraphs 8 and 26 of this Morigage, then to Interest payable on the Note, then pothy a charges payable under the Agreement, and then to the principal of the Note.

3. PRIOR MORTGACES AND DEEDS OF TRUST; CHARGES; LIENS. Borrower shall fully and timely perform all of Borrower's obligations or der any mortgage, deed of trust or other security agreement with a flow which has or appears to have any priority over this Mortgage, including Borrower's covenants to make any payments when due. Borrower shall pay or cause to be paid, at least ten (10) days before delinquency, all taxes, assessments and other charges, lines and impositions attributable to the Property of countries, and lines (other than any prior first avertgage or deed of trust) on the Property which may attain any priority over this Mortgage, and leasehold pulyments or ground rents. If any,

Representation of the interest of the insurance policy.

An HAZARD INSURANCE, Berrower shall, at its cost, keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hexards included within the term "extended coverage", and such other hazards (collectively referred to as "Hazards") as Bank may require. Borrower shall maintain Hazard insurance for the entire term of the Note or such other periods as Bank may require and in an amount equal to the lesser of (A) the maximum insurable value of the Property or (B) the amount of the line of credit secured by this Mortgage plus the outstanding amount of any obligation secured in priority over this Mortgage, but in no event shall such amounts be less than the amount necessary to satisfy the coinsurance requirement contained in the insurance policy.

The insurance carrier providing the insurance shall be chosen by Berrower subject to approval by Bank provided, that such approval shall not be unreasonably withhold. All insurance policies and renewals thereof shall be in a form acceptable to Bank and shall include a standard mortgage clause in layer of and in a form acceptable to Bank. Bank shall have the right to hold the policies and renewals thereof, subject to the terms of any priority gover this shortgage. If Berrower makes the premium payment directly, Berrower shall promptly furnish to Bank all renewal notices and, if requested by Bank, all receipts of said premiums, if policies and renewals are hold by any other person, Berrower shall supply copies of such to Bank within ten (10) calendar days after issuance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Bank. Bank may make proof of loss if not made promptly by Borrower.

Subject to the rights and terms of any mortgage, deed of trust or other security agreement with a lien which has or appears to have any priority over this Mortgage, the amounts collected by Borrower or Bank under any Flazard insurance policy may, at Bank's sole discretion, either be applied to the indebtedness secured by this Mortgage (after payment of all reasonable costs, expenses and atternoys' fees necessarily paid or incurred by Bank and Borrower in this connection) and in such order as Bank may determine or be released to Borrower for use in repairing or reconstructing the Property, and Bank is hereby knowcably authorized to do any of the above. Such application or release shall not cure or waive any detault or notice of default under this Mortgage or invalidate any set done pursuant to such notice.

If the Property is abandoned by Borrower, or if Borrower falls to respond to Bank in writing within thirty (30) calendar days from the date notice is mailed by Bank to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Bank is irrevocably authorized to settle the claim and to collect and apply the insurance proceeds at Bank's sole option

either to restoration or repair of the Property or to the sums secured by this Mortgage.

If the Property is acquired by Bank, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to such sale or acquisition shall become the property of Bank to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

UNOFFICIAL COPY

STATE OF ILLINOIS

58;

I, the undersigned, a Notary Public in and for said County, in the St	ate aloresaid, DO HEREBY CERTIFY that
subscribed to the foregoing insturment, appeared before me this day in personate, for the uses and purposes therein set forth, including the release and waive	personally known to me to be the same person whose name is , and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary
Given under my hand and official sual this	•
arter close my turio and onloss some time	day of
Commission audion	Nolary Public
Commission expires:	Nouny Public
This document has been propilied by:	
Nick Begrowicz	
10 E Dundee Rd	~ QQ40arioo
	- 88499703
Buffalp Grove IL 60029	
P.T.I. # 102-02/203-0267/201 ume 148	
IF BORROWER IS A TRUST:	4
COOK COUNTY RECORDER "S"	B. SUBURBAN NATIONAL BANK OF PALATINE,
0408 0 88 * 0 # 1759#	not potsonally but solety as aforesaid
AS FT. 80 VAS OL OCLE, MANT PEPPHT	By:
Willey III	III S. V. P. & Trust Officer
Name of the second second	4
lie Land Trust Administrator	
STATE OF ILLINOIS	
COUNTY OF COOK SS:	4
Laborate should be Marine Dalette to and to sold Occurs to the Occ	DO LEDERN DEDENING
I, the undersigned, a Notary Public in and for said County, in the Sta Daniel L. Curry	ite aldresale, DO HEREBY CERT IFY may
Sr V. P. & Trust	Officer
OLDS POAL MARIANA DANK OF DALATIE	\$1660 N/A-1
a corporation, and Donna M. Kerins, Land Trust A	4 (c) 2 (c) - (c)
to me to be the same persons whose names are subscribed to the loregoing ins	
Land Trust Administrator	Section, respectively, appeared before me this day in person and acknowledged
that they signed and delivered the said instrument as their own free and volunta	my acts, and as the tree and voluntary act of said corporation, as Trustee, for the uses and purposes
therin set forth; and the said	🌎 🗫 🕳 🕳 Soo Soo then and there acknowledge that
he, as custodian of the corporate seal of said corporation, did affix the said corpora act of said corporation, as Trustee, for the uses and purposes therein set loth.	ate seal of said corporation to instrument as his own free and voluntary act, and as the free and voluntary
Given under my hand and official seal, this	day ofOctober(1988
-	Dinda Meskel
Commission expires: 11-5-90	Notary Public
THIS INSTRUMENT PREPARED BY:	"OFFICIAL SEAL"
	Notery Public, State of Illinois

- 5. PRESERVATION AND MAINTENANCE OF PROTYL. ASE IOLD: CONDO 11 not is PLANNED UNIT DEFEOPMENTS. Borrower shall use, improve and maintain the Property in compliance with applicable laws, statutes, cridinances, orders, requirements, discrete or regulations, shall keep the Property in good constition and repair shoulding the repair or restoration of any improvements on the Property which may be damaged or destroyed, shall not obtain it in a condominium or a planned unit development, Borrower shall promptly perform all of Borrower's obligations under the declaration or covernants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents, all as may be amended from time to time. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covernants and agreements of this Mortgage as if the rider were a part hereof.
- 6. PROTECTION OF BANK'S SECURITY. If Borrower falls to perform the covenants and agreements contained in this Mortgage or in the Credit Documents, or ill any action or proceeding is commenced which affects Bank's interest in the Property or the rights or powers of Bank, then Bank without demand upon Borrower but upon notice to Borrower pursuant to paragraph 11 hereof, may, without releasing Borrower from any obligation in this Mortgage, make such appearances, defend the action or proceeding, disburse such sunts, including reasonable attorneys' fees, and take such action as Bank deems necessary to protect the security of this Mortgage. If Bank has required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Bank's written agreement or applicable law.

Any amounts disbursed by Bank pursuant to this paragraph 8, with interest thereon at the rate from time to time in effect under the Note, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Bank agree, in writing, to other terms of payment, such amounts shall be payable upon notice from Bank to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Bank to incur any expense or take any action herounder and any action taken shall not release Borrower from any

obligation in this Mortgage.

7. INSPECTION. Bank may make or cause to be made reasonable entries upon and inspections of the Property, provided that, except in an envergency, Bank shall give Borrower

notice prior to any such inspection specifying reasonable cause therefore related to Bank's interest in the Property.

a. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or pain thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Bank subject to the terms of any mortgage, deed of trust or other security agreement with a tien which has priority ever this Mortgage. For tweetings to execute such further documents as may be required by the condemnation authority to effect this paragraph. Bank is hereby irrevocably authorized to apply or rulease such moneys received or make settlement for such moneys in the same manner and with the same offect as provided in this Mortgage for disposition or settlement of proceeds or Hazard insurance. No settlement for condemnation damages shall be made without Bank's prior written approval.

9. BORROWER NOT RELEAS ED: FORBEARANCE BY BANK NOT A WAIVER. Extension of the time for paymont, acceptance by Bank of payments other than according to the terms of the Note, modification in paymont terms of the sums secured by this Mortgage granted by Bank to any successor in interest of Borrower, or the waiver or failure to exercise any right granted herein or under the Cround Comments shall not operate to release, in any manner, the liability of the original Borrower, Borrower's successors in interest, or any guaranter or surery thereof. Bank shall not be required for memore proceedings against such successor or refuse to extend time for paymont or otherwise modify paymont terms of the sums secured by this Mortgage by reason of any demand, not by the original Borrower and Borrower's successors in interest. Bank shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereund or unless such waiver is in writing and signed by Bank. Any such waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the paymont of taxes, other liens or charges by Bank shall not be a waiver of Bank's right as otherwise proved in this Mortgage or the other Credit Documents.

10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS; CAPTIONS. The coverants and agreements herein contained shall bind, and the rights hereunder shall have to, the respective successors, heirs, is after devises and assigns of Bank and Borrower, subject to the provisions of paragraph 16 hereof. All coverants and agreements of Borrower (or Borrower's successors, heirs, legated, righters and assigns) shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage and to release homestead rights, if any, (b) is not personally flable on the Note or under this Mortgage, and (a) agrees that trank and any other Borrower hereunder may agree to extend, modify, forboar, or make any other accommodations with regard to the terms of this Mortgage as to that Borrower's consent and without missing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property. The captions and headings of the Paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. In

this Mortgage, whenever the context so requires, the masculine gender includes the for this under neuter, and the singular number includes the plural.

11. NOTICES. Except for any notice required under applicable law to be given in a rother manner; (a) any notice to Borrower for Borrower's successors, helts, legates, devisees and assigns) provided for in this Mortgage shall be given by hand delivering it to, or by mailing at the registeres, devisees and assigns) at the Property Address or at such either address as Borrower's successors, heirs, legates, devisees and assigns) may designate by written notice to Bank as provided herein; and (b) any notice to Bank shall be given by registe, of contilled mail to Bank at Bank of Bullate Grove, 10 East Dundee Road, Bullate Grove, it. 600809 or to such other address as Bank may designate by written notice to Benewer for to Sorrower's successors, helts, legates, devisees and assigns which have provided Bank with written notice of their existence and address) as provided herein. Any notice provided for in this written notice of their existence and address) as provided herein. Any notice provided for in this written notice is deposited into the U.S. mail system as registered or certified mail address as provided in this paragraph 11.

12. GOVERNING LAW; SEVERABILITY. The Mortgage shall be governed by and interpreted in accordance and "to taws of the State of Illinois. It any provision of this Mortgage and the accordance and "to taws of the Mortgage shall be construed as if such provision had never been included. As used herein, "costs", "expanses" and "attempty's less" include all sums to the extent not prohibited by applicable law or limited herein.

13. BORROWER'S COPY. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the fire of execution or after recordation hereof.

14. REMEDIES CUMULATIVE. Bank may exercise all of the rights and remedies provided in this Mortgage and in the Cryot Documents, or which may be exercised as often as occasion therefor shall occur. Such as sole discretion, and may be exercised as often as occasion therefor shall occur.

15. EVENTS OF DEFAULT.

a. Notice and Grace Period. An Event of Default will occur heraunder upon the expiration of the applicable grace period, if any, all and gives written notice to Borrower's breach or violation of Borrower's covertants under any of the Gradit Documents and upon Borrower's failure to cure such breach or violation, and to provide Bank, during that grace period, if any, with evidence reasonably satisfactory to it of such cure. In each case, the grace period begins to run on the day after the notice 1, given, and expires at 11:59p.m., Control time, on the last day of the period. If there is no grace period applicable to a particular breach or violation, the Event of default will occur negarified upon the giving of the above notice. Such notice shall be given to Borrower in accordance with paragraph 11 hereof and shall contain the following information: (1) the nature c. Pure wor's breach or violation; (2) the action, if any, required or permitted to cure such breach or violation; (3) the applicable grace period, if any, during which such breach or violation mus, by any city in the cure such breach or violation within the specified grace period, if any, will result in acceleration of the sums secured by this Mortgage and the potential for closure of this Mortgage.

The notice shall further inform Borrower of the right, if any, under applicable law, to relastate his revolving line of credit under this Mortgage after acceleration.

b. Events of Default. Set forth below is a list of events which, upon the lapse of the applicable grace period, if any, will constitute Events of Default. (Applicable grace period); (2) Borrower fails to keep the covenants and other promises made in paragraphs 2 and 5 of the Agreement (no grace period); (3) thank receives actual knowledge that Borrower emitted material information in Borrower's credit application or made any talse or misleading statement on Borrower's credit application (no grace period); (4) Borrower does or changes his or her marital status and transfers Borrower's interest in the Property to someone who either (i) is not also a signatory of all the Credit Documents (no grace period) or (ii) is a signatory of all the Credit Documents (in Bank's reasonable judgment, materially impairs the security for the line of credit described in the Credit Documents (no grace period); (5) Borrower fails to be benefit of his or her creditors, becomes insolvent or becomes unable to meet his or her obligations in effect at the time of filing (no grace period); (6) Borrower makes an assignment for the benefit of his or her creditors, becomes insolvent or becomes unable to meet his or her obligations generally as they become due (no grace period); (7) Borrower fails the Property, or suffers a lien, claim of lien or encumbrance against the Property (thirty (30) day grace period in which to remove the lien of lien or encumbrance); (8) Borrower interest the Broperty, or suffers a lien, claim of lien or encumbrance against the Property (thirty (30) day grace period), or any other creditor of Borrower attended in lien of credit described in the Credit Documents or whose lien has or appears to have any priority over the lien hereof (no grace period), or any other creditor of Borrower late lien to credit described in the Credit Documents or whose lien has or appears to have any priority over the lien hereof (no grace period or, if another grace period is appealied in the Credit Documents, that grace period shall preva

with the Prime Rate Inctor stated in the Note, is grouter than (percentage points greater than the annual percentage rate in effect on the
data of the Mote (no curso period).	·

18. TRANSER OF THE PROPERTY. If Borrower, or boneliciary of the Trust, if any, sells, conveys, assigns or transfers, or promises or contracts to sell, convey, assign or transfer, all of any part of the Property or any interest therein, including all or any part of the beneficial interest in the Trust, if any, or amends or terminates any ground leases allocking the Property, or it was to the Property, or any direct or indirect interest therein, is otherwise sold or transferred, voluntarily or involuntarily, including without limitation sale or transfer in any proceeding for forecleause or judicial sale of the Property or beneficial interest in the Trust, if any, in each case without Bank's prior written consent, Bank shall be entitled to immediately accelerate

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the Amounts due under the Note and declare all indebteches secured by this Mortgage to be immodistely due and payable as set forth in paragraph 17 of the Agreement. Failure to pay such indebteches within ten (10) days after notice to Borrower of such acceleration shall constitute an Event of Default. Any use or attempted use by Borrower of the revolving line of credit evidenced by the Agreement and the Note after Borrower's sale, transfer, or primise to sell or transfer the Property or any direct or indirect interest therein, or amendment or termination of any ground leases affecting the Property, shall constitute a separate Event of Default:

17; ACCELERATION; REMEDIES (INCLUDING FREEZING THE LINE). Upon the existence of an Event of Default, Bank may, at its sole option, terminate the line, declare all of the sums secured by this Mongage to be immediately due and payable without further demand, and invoke any remedies permitted by applicable law. Bank shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' team.

As additional specific protection, notwithstanding any other term of this Morigage, Bank, without declaring or asserting an Event of Default or Invoking any of its remedies pertaining to Events of Default, may, immediately and without notice, freeze the line upon the occurrence of any event enumerated in paragraphs 15 or 16 of this Morigage, including without limitation Bank's receipt of notice from any source of a lien, claim of then or encumbrance, either superior or interior to the lien of this Morigage. Notice of any such freeze shall be given in accordance with the provisions of paragraph 11 of this Morigage. Freezing the line will not preclude Bank from subsequently exercising any right or remady set forth herein or in any of the Credit Documents.

18. ASSIGNMENT OF RENTS; APPOINTMENTS OF RECEIVER; LENDER IN POSSESSION, As additional security hereunder, Borrower hereby assigns to Bank the rents of the Property, provided that prior to acceleration under paragraph 17 hereof or the occurrence of an Event of Default hereunder or abandonment of the Property, Borrower shall have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof, or abandonment, Bank at any time without notice, in person, by agent or by judicially appointed receiver, and without regard to the adequacy of any security for the indebtedness secured by this Mortgage, shall be entitled to enter upon, take possession of, and manage the Property, and in its own name sue for or collect the rents of the Property, including those past due. All rents collected by Bank or the receiver shall be applied first to payment of the costs of operation and management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and than to the sums secured by this Mortgage, Bank and the receiver shall be funded to account only for those rents actually received. The entering upon and taking possession of the Property and the collection and application of the rents shall not cure or waive any Evret of Default or notice of Default hereunder or invalidate any act done pursuant to such notice.

- 19. RELEASE, Upon payment and directoring of all sums secured by this Mongago and termination of the Account, this Montgage shall become null and void and Bank shall release this Montgage without charge to Borrowe. By prover shall pay all costs of recordation, if any,
- 20. REQUEST FOR NOTICES. Borrower regress that copies of any notice of default be addressed to Borrower and sent to the Property Address. Bank requests that copies of notices of default, sale and foreclosure from the honer of any lien which has priority over this Mortgage be sent to Bank's address, as set forth on page one of this Mortgage.
- 21: INCORPORATION OF TERMS. All of the terms, conditions and provisions of the Agreement and Note are by this reference incorporated herein as if set forth in full. Any Event of Default under the Note or the Agreement shall constitute an I year of Default hereunder, without further notice to Borrower.
 - 22, TIME OF ESSENCE. Time is of the essence in this Morte go, and the Note and Agreement.
- 23. ACTUAL KNOWLEDGE. For purposes of this Mortgage and orien of the other Credit Documents, Bank will not be deemed to have received actual knowledge of information required to be conveyed to Bank in writing by Borrower until the date of actual receipt of such information at Bank of Bulfalo Grove, 10 East Dundee Road, Bulfalo Grove, IL 60089 (or such other address specified by Bank to Borrower). Such date shall be conclusively datermined by return receipt in reference to the possession of Borrower. If such return receipt is not available, such date shall be conclusively datermined by reference to the "Received" date stamped on such written notice by Bank or Bank's agent. With regard to other events or information not provided by Borrower under the Credit Documents, Bank will be deemed to have actual knowledge of such event or information as of the date Bank receives a written notice of such event or information from a source Bank reasonably believes to be reliative, including but not limited to, a court or other governmental agency, institutional lender, or title company. The actual date of receipt shall be determined by reference to the "Received" date stamped on such written notice by Bank or Bank's agent.
- 24. TAXES. In the event of the passage clief the date of this Mongage of any law changing in any way the laws now in force for the taxation of mongages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the interest of Bank, then and in such even to rower shall pay the full amount of such taxes.
- 25. WAIVER OF STATUTORY RIGHTS, Borrower shall not and will not apply for or availitiself of any non-restend, appraisement, valuation, redemption, stay, extension, or exemption, laws, or any so-called "moraterium faws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Borrower, for itself and all who may claim throughor under it, waives any and all rights to have the property and estates comprising the Property marshalled upon any foreclosure of the line hereof and agrees that any court having jurisdiction to foreclose such lion may order the Property sold at the entirety. Borrower hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagor, and on behalf of all other persons to the extent permitted by Illinois law.
- 26. EXPENSE OF LITIGATION. In any suit to foreclose the field of this Mortgage or enforce any other remody of the Bank under this Mortgage, the Agreement, or the Note there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may be paid or increed by or on behalf of Bank for Attorneys' fees, appraisars' fees, outlays for documentary and expert evidence, stenographers' charges; publication costs, survey costs, and cor is (which may be estimated as to items to be expended after entry of the decree) of producing all abstracts of title, title searches and examinations, title insurance policies. Torrens certificate, and similar data and assurances with respect to title as Bank may deem reasonably necessary either to prosecute such suit or to evidence bidders at any sale which may be had pure any to such decree the true condition of the title to or value of the Property. All expenditures and expenses of the nature in titls paragraph mentioned, and such expenses and loss as ming he incurred in the protection of sald Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Bank in any litigation or proceeding after tiny this Mortgage, the Note on the Property or in preparation for the commencement or delense or any proceeding or threatened suit or proceeding, shall be immediately due an payable by Jordens, with interest thereon at the delault interest rate.
- 27. CAPTIONS; SUCCESSORS AND ASSIGNS. The captions of this Mortgage are for convenience and reference only. They in no way define, limit or describe the scope or Intent of this Mortgage. All the terms and conditions of this Mortgage and the other Credit Documents shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Borrower.

28, TRUSTEE EXCULPATION. If this Mortgage is executed by a Trust. 36.22 Trustee, executes this Mortgage as Trustee as alcressid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the Mortgage herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as cranting any righting on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereal and of said Note, but this waiver chalf in no way affect the personal liability of any co-maker, co-signer, endorser or guaranter of said Note.				
Individual Borrower	Date:			
Individual Borrower	Date:			

Legal Description

L-105394-C1

Parcel 1:

The South 100 feet of the North 700 feet of the East 871.2 feet of the South 1/2 of the Northeast 1/4 of Section 2, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Also Parcel 2.

liance Group Holdings Company

The South 100 /est of the North 1000 feet of the East 871.2 feet of the South 1/2 of the Northeast 1/4 of Section 2, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Also Parcel 3:

That part of Section 2, Township 42 North, Range 10 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the East and West Quarter line of said Section with the center line of Rand Road, said intersection being 1514.39 feet West of the East line of said section measured on said East and West Quarter line; thence Southeast along the center line of said Rand Road, said center line forming an angle of 47 degrees 30 minutes 00 seconds with the East and West Quarter line of said section, a distance of 38.40 feet to an angle in the center line of said Rand Road; thence Southeast along the center line of Rand Road, said center line forming an angle of 4 degrees 24 minutes 30 seconds to the right with a prolongation of the last described course, for a distance of 16.57 feet; thence Northeasterly on a line that forms an angle of 94 degrees 24 minutes 30 seconds to the left with a prolongation of the last described course, a distance of 778.86 feet to a point, thence Northwesterly on a line that forms an angle of 127 degrees 23 minutes 30 seconds to the left with a prolongation of the last described course for a distince of 125.89 feet; thence Southwesterly to a point in the center line of Kand Road that is 45.08 feet Northwest of the point of beginning; thence Southeast 45.08 feet ot the place of beginning, in Cook County, Illinois.

Also Parcel 4:

The South 200 feet of the North 900 feet of the East 871.2 feet of the South 1/2 of the Northeast 1/4 of Section 2, Township 42 North, Range 10 East of the Third Principal Meridian, situated in Township of Palatine, Cook County, Illinois, (said premises also described as follows:)

(Continued)

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Legal Description - Cont'd

L-105394-C1

Beginning at a point on the East line of the South 1/2 of the Northeast 1/4 of Section 2, Township 42 North, Range 10 East of the Third Principal Meridian, 700 feet South of the Northeast corner thereof; thence South along said East line 200 feet; thence West parallel with the North line of said South 1/2 of the Northeast 1/4, 871.2 feet; thence North parallel with the East line thereof, 200 feet; thence East parallel with the North line thereof, 671.2 feet to the point of beginning, in Cook County, Illinois.

Also Parcel 5:

That part of Section 2, Township 42 North, Range 10 East of the Third Principal Meridian, described as follows: Beginning on the North line of the South 1/2 of the Northeast 1/4 of Section 2 aforesaid, 871.2 feet West of the Northeast corner of the South 1/2 of the Northeast 1/4 of said Section; then South para lar with the East line of said section, 416 feet to a point of beginning; theree South parallel with the East line of said Section 419.88 feet; thence Northwesterly on a line that forms an angle of 100 degrees 4-1/2 minutes to the right with a prolongation of the last described course, a distance of 159.41 feet; thence North parallel to the East line of said Section 393.15 (set: thence East parallel to the North line of the South 1/2 of the Northeast 1/4 of said Section 157.03 feet to the point of beginning (the North 33 feet and East 33 feet and the South 10 feet of said parcel to the left open for use as roads), all in Cook County, Diff Clarks Illimois.

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