



UNOFFICIAL COPY



MAIL TO  
HERP'S BANK ROSELLE  
411 Page Loan Dept  
P.O. Box 72200  
Rockville, MD 20852

88521582

88-50332

21. In the event this Mortgage is executed by a corporate land trustee, then this Mortgage is executed by the undersigned not personally but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee, and insofar as said Trustee is concerned is payable only out of the trust estate which in part is securing the payment hereof and through enforcement of the provisions of any other collateral or guaranty from time to time securing payment hereof, no personal liability shall be asserted or be enforceable against the undersigned, as Trustee, because or in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of said Trustee, if any, being expressly waived in any manner.

22. This Mortgage has been made, executed and delivered to Mortgagee in Roselle, Illinois and shall be construed in accordance with the laws of the State of Illinois. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

WITNESS the hand 5 and seal 5 of Mortgagee the day and year set forth above.

Ryszard Sasik

Barbara Sasik-Josh

As Trustee Under A Trust Agreement Dated \_\_\_\_\_  
19\_\_\_\_, and known as \_\_\_\_\_  
Trust No. \_\_\_\_\_ AND NOT PERSONALLY

By: \_\_\_\_\_

By: \_\_\_\_\_

NOV-10-88

5 2 1 8 7

88520582 - A - Ric

STATE OF ILLINOIS

DuPage

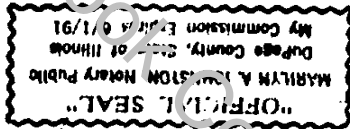
County as \_\_\_\_\_

1. The undersigned \_\_\_\_\_ a Notary Public in and for said county and state, do hereby certify that \_\_\_\_\_

personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, appeared before \_\_\_\_\_

for the uses and purposes herein set forth \_\_\_\_\_ they signed and acknowledged that they signed and delivered the said instrument as \_\_\_\_\_ free and voluntary act.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 88



My Commission expires \_\_\_\_\_

Notary Public

certify that \_\_\_\_\_ a Notary Public \_\_\_\_\_ and for said County, in the State aforesaid, do hereby

and \_\_\_\_\_ of said corporation, personally

known to me to be the same persons whose names are subscribed to the foregoing instrument as \_\_\_\_\_

and \_\_\_\_\_ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes herein set forth, and the said \_\_\_\_\_ did also then and there acknowledge that \_\_\_\_\_ as custodian of the \_\_\_\_\_ corporate seal of said corporation affixed the said corporate seal of said corporation to said instrument as \_\_\_\_\_

as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

My Commission Expires \_\_\_\_\_ Notary Public

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12. When the indebtedness secured hereby shall become due and payable by the Mortgagor, the Mortgagee shall have the right to foreclose the lien of this Mortgage. In any such foreclosure proceeding the Mortgagee shall have the right to require the Mortgagor to pay the reasonable and necessary expenses of such proceedings, including the cost of advertising, the cost of preparing and filing all abstracts of title, title searches and examinations, title insurance policies, tax certificates and tax searches and similar data and insurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to buyers at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note when paid or incurred by Mortgagee. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby, or (b) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after DEFAULT under the Note, whether or not actually commenced, or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

13. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice without regard to the solvency or insolvency of Mortgagor at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises during the statutory redemption period, if any. The court in which the foreclosure suit is filed from time to time may authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment for enforcing this Mortgage or any tax, special assessment or other lien which may be or become a lien upon the Premises at the judgment and the deficiency judgment against Mortgagor or any guarantor of the Note or any other foreclosure sale and deficiency.

14. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing in an action at law upon the Note.

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

16. Mortgagee shall release this Mortgage by a proper release upon payment in full of the Note and all obligations.

17. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagee and all persons or entities claiming under or through Mortgagor. The word "Mortgagor" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof whether or not such persons or parties shall have executed the Note or this Mortgage. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

18. Unless otherwise agreed to in writing, Mortgagor covenants and agrees to deposit at the place as Mortgagee may, from time to time, in writing appoint and, in the absence of appointment then at the office of Mortgagee commencing with the first interest payment pursuant to the Note secured hereby, and on the day each and every interest payment date thereafter until the indebtedness secured by this Mortgage is fully paid, a sum equal to 1/12th of the last total annual taxes and assessments for the last ascertainable year (general and special) with respect to the Premises. Notwithstanding the foregoing, if the taxes or assessments for the last ascertainable year exclude the buildings or improvements or any part thereof, now constructed or to be constructed on the Premises, then the amount of the deposits to be paid pursuant to this paragraph shall be based upon the reasonable estimate of Mortgagee as to the amount of taxes and assessments which shall be levied or assessed. Concurrent with the disbursement of the Note, Mortgagor will also deposit with Mortgagee an amount as determined by Mortgagee, based upon the taxes and assessments so ascertainable, or so estimated by Mortgagee as the case may be, for taxes and assessments with respect to the Premises for the period commencing on the date such taxes and assessments were last paid to and including the date of the first tax and assessment deposit hereinabove mentioned. The deposits are to be held in trust without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on the Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any of the taxes or assessments (general or special) for any year when the same shall become due and payable, Mortgagor shall, within ten days after receipt of a notice and demand from Mortgagee deposit the additional funds as may be necessary to pay such taxes and assessments (general and special) for any year. Any excess shall be applied to subsequent deposits for taxes and assessments.

19. Upon request by Mortgagee, concurrent with and in addition to the deposits for general and special taxes and assessments pursuant to the terms of Paragraph 18 of this Mortgage, Mortgagor will deposit with Mortgagee a sum equal to the premiums that will next become due and payable on any insurance policies required hereunder, less all sums already paid therefore, divided by the number of months to elapse before one month prior to the date when the insurance premiums will become due and payable. All sums deposited hereunder shall be held in trust without interest for the purpose of paying the insurance premiums.

20. The proceeds of any foreclosure sale 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 the items that are mentioned in Paragraph 12 of this Mortgage; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note or the Liabilities, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.

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Further, Mortgagee does hereby pledge and assign to Mortgagee, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenue, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advances lent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Mortgagee agrees, as a condition to its consent to this mortgage, that any covenant applicable to Mortgagee only, and not as a limitation or condition hereof and not available to anyone other than Mortgagee, that might be defined, shall occur or an event shall occur, which under the terms hereof shall give to Mortgagee the right to foreclose this Mortgage. Mortgagee may collect, receive and enjoy such avails.

Further, Mortgagee does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagee and agrees as follows:

1. Mortgagee shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, mechanical liens or other liens or claims for lien, (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee; (g) refrain from impairing or diminishing the value of the Premises.

2. Mortgagee shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water charges, drainage charges, sewer service charges, and other charges against the Premises. Mortgagee shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagee shall pay, in full prior to such tax, assessment or charge becoming delinquent under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagee may desire to contest.

3. Upon the request of Mortgagee, Mortgagee shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagee to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee. Mortgagee shall not procure, pay or accept any payment, discharge or compromise of any rent nor release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid, without Mortgagee's written consent.

4. Any awards of damage resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby assigned, assigned and shall be paid to Mortgagee and the proceeds or any part thereof may be applied by Mortgagee, after the payment of all of its expenses, including costs and attorneys' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagee, to execute and deliver valid acquittances and to appeal from any such award.

5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right and remedy of Mortgagee with respect to this Mortgage shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising or omission to exercise, any remedy or right accruing on Default shall constitute any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

6. Mortgagee shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, vandalism and malicious damage and shall keep all buildings and improvements now or hereafter on the Premises insured against loss or damage by fire. Mortgagees are required by law to have the loan evidenced by the Note secured, Mortgagee shall also keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood. Each insurance policy shall be for an amount sufficient to pay the cost of replacing or repairing the buildings and improvements on the Premises, and, in no event less than the principal amount of the Note, all policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement in form and substance satisfactory to Mortgagee. Mortgagee shall deliver all insurance policies, including additional and renewal policies, to Mortgagee, in case of insurance about to expire. Mortgagee shall deliver to Mortgagee renewal policies not less than ten days prior to the respective date of expiration.

7. Upon Default by Mortgagee hereunder, Mortgagee may, but need not, make any payment or perform any act required of Mortgagee hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payment of principal or interest on any encumbrances affecting the Premises and Mortgagee may purchase, discharge, compromise or settle any tax lien or other lien or claim hereof, or redeem from any tax sale or forfeiture affecting the Premises or conduct any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee to protect the Premises or the lien hereof, plus reasonable compensation to Mortgagee for all such matters concerning which action hereon authorized may be taken, shall be so much additional indebtedness secured hereby and shall become a legally due and payable debt without notice and with interest thereon at a per annum rate equivalent to the goal maturity rate set forth in the Note. Mortgagee shall have the right to assign or consider as a waiver of any right accruing to Mortgagee on account of any Default hereunder on the part of Mortgagee.

8. If Mortgagee makes any payment authorized by this Mortgage relating to taxes, assessments, charges, contributions, assessments, Mortgagee may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Upon Default, at the sole option of Mortgagee, the Note and any other Liabilities shall become immediately due and payable and Mortgagee shall pay all expenses of Mortgagee including attorneys' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other acts mentioned in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other acts mentioned in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other acts mentioned in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other acts mentioned in connection with this Mortgage.

10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagee of any encumbrance of any kind conveyed, contract to sell, or transfer of the Premises, or any part thereof, or power of ownership of any beneficial interest or power of direction in a trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

11. Liabilities means all obligations of Mortgagee to Mortgagee for payment of any and all amounts due under the Note. This Mortgage and any indebtedness or contractual duty of every kind and nature of Mortgagee or any guarantor of the Note to Mortgagee, however created, arising or evidenced, whether direct or indirect, absolute or contingent, joint or several, now or hereafter arising, due or to become due and payable, however owned, paid or required, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise, including a Note or a quantity of the Note, in any form, including any assignment, endorsement or other instrument, shall be deemed to be an obligation of Mortgagee, and all such obligations, including all costs of collection, shall be deemed to be an obligation of Mortgagee. Any guarantor of the Note, in any form, including any assignment, endorsement or other instrument, shall be deemed to be an obligation of Mortgagee, and all such obligations, including all costs of collection, shall be deemed to be an obligation of Mortgagee. The Note and any other Liabilities shall become immediately due and payable and Mortgagee shall pay all expenses of Mortgagee including attorneys' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other acts mentioned in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other acts mentioned in connection with this Mortgage.

12. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagee of any encumbrance of any kind conveyed, contract to sell, or transfer of the Premises, or any part thereof, or power of ownership of any beneficial interest or power of direction in a trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee.

Original stated principal amount of the Note and this Mortgage

85-22002