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BOX 333-CC

Vernon Hills, Illinois, 60061

Suite 401

175 E. Hawthorn Parkway

ALAN E. RICHARDS  
RICHARDS, RALPH, & EIDEN, CHTD.

88579703

Prospect Heights, Illinois

912 Wildwood Drive West

Street Address:

03-15-307-014-0000

Permanent Index Number

This Instrument Prepared By  
and to be Returned After  
Recording to:

Dated as of November 9, 1988

AMERICAN NATIONAL BANK OF LIBERTYVILLE

to

and known as Trust No. LT-303

dated May 10, 1974

as Trustee under a Trust Agreement

FIRST NATIONAL BANK OF MOUNT PROSPECT  
a national banking association, *INDIVIDUALLY*

from

(REVOLVING CREDIT)

MORTGAGE AND SECURITY AGREEMENT

2800

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COOK COUNTY ILLINOIS  
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STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
CHICAGO, ILLINOIS

PROPERTY TAX  
STATE OF ILLINOIS

PROPERTY TAX  
STATE OF ILLINOIS  
CHICAGO, ILLINOIS

PROPERTY TAX  
STATE OF ILLINOIS  
CHICAGO, ILLINOIS

PROPERTY TAX  
STATE OF ILLINOIS

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PROPERTY TAX  
STATE OF ILLINOIS  
CHICAGO, ILLINOIS

PROPERTY TAX  
STATE OF ILLINOIS

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NOW, THEREFORE, TO SECURE to Mortgagee (a) the repayment of the indebtedness evidenced by the Notes, with interest thereon, and all renewals, extensions and modifications of each and every one of the Notes, and as to the Notes, not only the existing indebtedness but also such future advances as are made within twenty (20) years from the date hereof, to the

WHEREAS, the beneficiaries of Mortgagee have directed Mortgagee to execute this Mortgage to secure the Notes.

WHEREAS, the first Note, second Note and third Note are collectively referred to as the "Notes"; and

and evidenced by an installment Note dated April 16, 1987 ("third Note"). The third Note is incorporated herein by reference; the Mortgage, whichever is less, which indebtedness is ("principal"), or the aggregate amount of all advances made by Seven Hundred and Forty-one and NO/100 Dollars (\$64,741.00) Mortgagee in the maximum principal sum of Sixty-Four Thousand, personally and Gunnel Clifford, personally are indebted to WHEREAS, Trans Data Corporation, Charles A. Clifford, personally and Gunnel Clifford, personally are indebted to

incorporated herein by reference; and April 16, 1987 ("second Note"). The second Note is which indebtedness is evidenced by an installment Note dated of all advances made by the Mortgage, whichever is less, Dollars (\$130,148.97) ("principal"), or the aggregate amount Hundred Thirty Thousand, one Hundred, forty-eight and 97/100 indebted to Mortgagee in the maximum principal sum of One Clifford, personally and Gunnel Clifford, personally are WHEREAS, Clifford Chrysler Plymouth, Inc.; Charles A.

first Note is incorporated herein by reference; and Promissory Note dated April 16, 1988 ("first Note"). The aggregate amount of all advances made by the Mortgage, whichever is less, which indebtedness is evidenced by a and No/100 Dollars (\$200,000.00) ("principal"), or the Mortgagee in the maximum principal sum of two hundred thousand WHEREAS, Clifford Chrysler Plymouth, Inc. is indebted to

WITNESSETH:

Mortgagee. National Banking Association, hereinafter referred to as Mortgagee, and American National Bank of Libertyville, a and known as Trust Number LT-303, hereinafter referred to as said Bank in pursuance of a Trust Agreement dated May 10, 1974 of a Deed or Deeds in Trust duly recorded and delivered to prospect, not personally but as Trustee under the provisions of November, 1988, between First National Bank of Mount THIS MORTGAGE AND SECURITY AGREEMENT, made this 9th day

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440222017

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Notary Public in and for the State of Illinois

\_\_\_\_\_  
Notary Public in and for the State of Illinois

\_\_\_\_\_  
Notary Public in and for the State of Illinois

\_\_\_\_\_  
Notary Public in and for the State of Illinois

\_\_\_\_\_  
Notary Public in and for the State of Illinois

\_\_\_\_\_  
Notary Public in and for the State of Illinois

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When due all other amounts provided herein.  
accordance with the terms and provisions thereof and shall pay  
shall pay the principal and interest of the Notes in  
FIRST: Payment of Principal and Interest; Mortgagor

MORTGAGOR DOES HEREBY COVENANT AND AGREE AS FOLLOWS:

TO HAVE AND TO HOLD the premises unto the Mortgagee, its  
successors and assigns, forever, for the purpose and uses set  
forth herein.

TOGETHER with all rents, issues and profits and leases  
thereof for so long and during all such times as Mortgagor,  
its successors and assigns may be entitled thereto, and the  
tenements, hereditaments, easements and appurtenances, (Any  
reference herein made to the "premises" shall be deemed to  
mean the above-described real estate and said buildings,  
improvements, fixtures, equipment, and appliances, and the  
rents, issues, profits and leases thereof, and said tenements,  
hereditaments, easements and appurtenances, unless the context  
shall require otherwise.)

estate;  
secondarily and on a parity with said real estate and not  
primarily and on a parity with said real estate and not  
improvements, fixtures, equipment, and appliances are pledged  
and equipment pertaining thereto, all awnings, water heaters,  
incinerators and carpeting, all of which buildings,  
electrical systems, and the machinery, appliances, fixtures,  
conditioning, plumbing, sprinkling, communicating and  
to, all lighting, heating, cooling, ventilating, air  
constructed on said real estate, including, but not limited  
the operation of the building or buildings now or hereafter  
fixtures and equipment now or hereafter installed for use in  
streets abutting said real estate, and together with all  
thereof, and all heretofore or hereafter vacated alleys and  
hereafter constructed upon said real estate or any part  
TOGETHER, with all buildings and improvements now or

which, with the property hereinafter described, is referred to  
as the "premises,"

Lot 168 in Elier and Wemborg's Country Gardens  
Unit 3, a subdivision of the Northwest 1/4 of the  
Southwest 1/4 of Section 15, Township 42 North,  
Range 11

same extent as if such future advances were made on the date  
of execution hereof; and (b) the payment of all other sums,  
with interest, advanced in accordance herewith to protect the  
security of this Mortgage, the Mortgagor does hereby MORTGAGE,  
GRANT AND CONVEY to the Mortgagee the following described  
property located in Cook County, Illinois hereby releasing and  
waiving all rights under and by virtue of the Homestead  
Exemption Laws of the State of Illinois:

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Cook County

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

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Notary Public

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Notary Public

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**SECOND: Preservation and Maintenance of Property:** Mortgagee will obtain from and will not permit the commission of waste on the premises and will keep the buildings, improvements, fixtures and equipment now or hereafter thereon in good repair and will make replacements thereto as and when the same become necessary. Mortgagee shall promptly notify Mortgagee in writing of the occurrence of any loss or damage to the premises. Mortgagee shall not materially alter the buildings, improvements, fixtures or equipment now or hereafter upon said premises, or remove the same therefrom, or permit any tenants or other person to do so, without the prior written consent of the Mortgagee. Mortgagee will not permit any portion of the premises to be used for any unlawful purposes. Mortgagee covenants and agrees that in the ownership, operation and management of the premises Mortgagee will observe and comply with all applicable federal, state and local statutes, ordinances, regulations, orders and zoning restrictions, including, without limitation, all zoning, building code, environmental protection and equal opportunity statutes, ordinances, regulations, orders and restrictions. If this Mortgage is on a condominium or a planned unit development, Mortgagee shall perform all of Mortgagee's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. Mortgagee shall have the right at any time, and from time to time, to enter the premises for the purpose of inspecting the same.

**THIRD: Hazard Insurance.** Mortgagee shall keep all the premises insured against loss or damage by fire and the perils covered by extended coverage insurance, and such other risks (including without limitation, war damage insurance and rent insurance) as may be required by Mortgagee from time to time. In the absence of any notice being given by Mortgagee, the amount shall be equal to the unpaid principal balance. Mortgagee shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may, from time to time, require. All policies of insurance to be furnished hereunder shall be in form, content, and amount and with insurer or insurers satisfactory to Mortgagee, with a standard mortgage clause and lenders loss payable clause attached to all policies in favor and in form and content satisfactory to the Mortgagee. The policies of all such insurance and all renewals thereof, together with the receipt evidencing payment in full of the premium thereon, shall be deposited with the Mortgagee and shall contain provision for thirty (30) days notice to the Mortgagee prior to any cancellation thereof. In the event of loss or damage, the Mortgagee shall, after deducting the costs of collection thereof, if any, make the insurance proceeds available to the Mortgagee for repair and restoration, provided: (a) the proceeds are deposited with the Mortgagee; (b) there is no default under the terms of the Notes, Mortgage, or any other instrument securing the indebtedness; (c) the insurance





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carrier does not deny liability to a named insured; (d) the restoration shall be furnished with an estimate of the costs of such costs and appropriate plans and specifications; (e) if the estimated costs of reconstruction shall exceed the proceeds available Mortgagee shall furnish a bond of completion or such other evidence reasonably satisfactory to the Mortgagee of the Mortgagee's ability to meet with excess costs; (f) disbursement of the proceeds during the reconstruction shall be upon an architect's certification as to the cost of the work done and evidence that there are no liens arising upon the reconstruction. No payment made prior to the final completion of work shall exceed ninety percent (90%) of the value of the work performed from time to time and at all times the undisbursed balance of the said proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay for the costs of completion of the work free and clear of liens; (g) final payment shall be upon an architect's certificate and certification by one of the Mortgagee's appraisers as to completion in accordance with plans and specifications. The building and improvements so restored or rebuilt are to be of at least equal value and of substantially the same character as prior to the damage or destruction. In all other cases the proceeds of the loss under any policy shall be paid over to the Mortgagee and shall be applied toward the payment of all amounts payable by Mortgagee to Mortgagee, whether or not then due and payable.

FOURTH: Charges; Liens: Mortgagee shall pay when due all taxes and assessments that may be levied on said premises, and shall promptly deliver to mortgagee receipts showing payment thereof. Mortgagee shall pay when due all taxes and assessments that may be levied upon or on account of this Mortgagee or the indebtedness secured hereby or upon the interest or estate in said premises created or represented by this Mortgagee whether levied against Mortgagee or otherwise. In the event payment by Mortgagee of any tax levied to in the foregoing sentence would either be unlawful or made or would result in the payment of interest in excess of the rate permitted by law then Mortgagee shall have no obligation to pay the portion of such tax which would result in the payment of such excess; provided, however, in any such event, at any time after the enactment of the law providing for such tax, Mortgagee at its election, may declare the entire principal balance of the indebtedness secured hereby, together with interest thereon, to be due and payable immediately, without notice.

FIFTH: Funds for Taxes and Insurance: If required by Mortgagee, Mortgagee shall pay to Mortgagee, at the times provided in said Notes for payment of installments of principal and interest, and in addition thereto, installments of taxes and assessments to be levied upon the premises, and installments of the premiums that will become due and payable

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INVESTIGATION OF THE DEPARTMENT OF JUSTICE  
ON THE MATTER OF THE ALLEGED VIOLATION OF  
THE FEDERAL BUREAU OF INVESTIGATION  
BY THE DEPARTMENT OF JUSTICE  
IN THE MATTER OF THE ALLEGED VIOLATION OF  
THE FEDERAL BUREAU OF INVESTIGATION

INVESTIGATION OF THE DEPARTMENT OF JUSTICE  
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BY THE DEPARTMENT OF JUSTICE  
IN THE MATTER OF THE ALLEGED VIOLATION OF  
THE FEDERAL BUREAU OF INVESTIGATION

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SEVENTH: Reimbursement for Mortgage Legal Expense: In the event that Mortgage is made a party to any suit or proceedings by reason of the interest of Mortgage in the premises, Mortgage shall reimburse Mortgage for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Mortgage in connection therewith, whether or not said proceeding or suit ever goes to trial. All amounts incurred by Mortgage hereunder shall be secured hereby and shall be due and payable by Mortgage to Mortgage forthwith on demand with interest thereon at the rate applicable under the Notes from the date of such expenditure.

SIXTH: Protection of Lender's Security: If default be made in the payment of any of the aforesaid taxes or assessments or in making repairs or replacements or in procuring and maintaining insurance and paying the premiums therefor, or in keeping or performing any other covenant of Mortgage herein, Mortgage may, at its option and without any obligation on its part so to do, pay said taxes and assessments, make such repairs and replacements, effect such insurance, pay such premiums, and perform any other covenant of Mortgage herein. All amounts expended by Mortgage hereunder shall be secured hereby and shall be due and payable by Mortgage to Mortgage forthwith on demand with interest thereon at the rate applicable under the Notes from the date of such expenditure.

to be made to Mortgage. Payment that Mortgage will not require payment of such sums provides Mortgage with evidence of same within thirty days and Mortgage pays all taxes and insurance on a timely basis and not then due or payable. Mortgage agrees that as long as indebtedness secured hereby or any portion thereof, whether or under the Mortgage and/or toward the payment of the said taxes, assessments and insurance premiums, and/or toward the payment of any amounts payable by Mortgage to Mortgage any obligation on its part so to do, apply said amount upon default by Mortgage, Mortgage may, at its option but without maintain insurance as above provided. In the event of any manner limit the obligation of Mortgage to pay taxes and to reason whatsoever. Nothing herein contained shall in any liability for any failure to so apply said amounts for any and payable; provided, however, that Mortgage shall have no assessments and insurance premiums when the same become due amount shall be applied to the payment of said taxes, additional security for the indebtedness secured hereby. Said thereon. Said amounts shall be held by Mortgage as separate fund and no interest shall accrue or be payable Mortgage hereunder need not be segregated or kept in a pay such taxes and premiums in full. Said amounts paid to Mortgage will have paid to Mortgage a sufficient amount to assure to Mortgage that not less than thirty (30) days before the time when such taxes and premiums respectively become due, to be substantially equal and to be in such amount as will to renew the insurance hereinabove provided; said installments

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1999.

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

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EIGHTH: Acceleration: Should default be made in the payment of the principal or interest of the Notes or any other indebtedness secured hereby or any renewal thereof, or in the payment of any other sums provided in said Notes or herein, or in the performance of any covenant or condition provided in said Notes or herein, or default occurs as specified in paragraph nineteenth herein or in any other instrument or agreement securing said Notes or any other indebtedness secured hereby or in the event judicial proceedings are instituted to foreclose a lien upon the mortgaged premises or any part thereof, Mortgagee may at any time after such default, and without notice, declare the principal balance of the indebtedness secured hereby, together with interest thereon, to be due and payable immediately. The commencement of proceedings to foreclose this Mortgage shall, in any event, be deemed such declaration. In addition to any other right or remedy which Mortgagee may now or hereafter have by law, the Mortgagee shall have the right and power (a) to foreclose this Mortgage by legal action, as provided by Illinois statute and the rules of practice relating thereto; and (b) to enter upon and take possession of said premises with the irrevocable consent of Mortgagee as given and evidenced by its execution of this instrument, and as Mortgagee in possession, let said premises, and receive all the rents, issues and profits thereof, which are overdue, due or to become due, and to apply the same, after the payment of all reasonable charges and expenses deemed by Mortgagee to be necessary, on account of the indebtedness secured hereby Mortgagee for itself and any subsequent owner of said premises hereby agreeing to pay to Mortgagee in advance a reasonable rent for the premises occupied by it, and in default of so doing hereby agrees that it may be disposed of by the usual legal proceedings available against any defaulting tenant of real estate and further agreeing to permit any action to be brought in its name to dispose of any tenant defaulting in the payment of rent to Mortgagee or violating the terms of its occupancy, which right and power are effective and may be enforced either with or without any action to foreclose this Mortgage.

NINTH: Application of proceeds of foreclosure. Upon a foreclosure sale of said premises or any part thereof, the proceeds of such sale shall be applied in the following order:

(a) To the payment of all costs of the suit of foreclosure, including reasonable attorneys' fees and the costs of title searches and abstracts;

(b) To the payment of all other expenses of Mortgagee incurred in connection with the foreclosure, including all money expended by Mortgagee and all other amounts payable by Mortgagee to Mortgagee hereunder, with interest thereon;

(c) To the payment of the principal and interest of the indebtedness secured hereby;

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IN SENATE, January 11, 1900.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE, CONCERNING THE PROPOSED SALE OF THE PUBLIC LANDS IN THE STATE OF ILLINOIS, UNDER THE ACT OF MARCH 3, 1879, AS AMENDED.

ALBANY, N. Y.: J. B. LIPPINCOTT COMPANY, 1900.

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(d) To the payment of the surplus, if any, to Mortgagee or to whomsoever shall be entitled thereto.  
Waiver of Homestead; Waiver of Redemption:  
 Mortgagee waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of Illinois and all other exemption laws, moratorium laws or other laws limiting the enforcement hereof, and waives any and all rights of redemption under any judgment of foreclosure of this mortgage, and any redemption rights granted by the Illinois Mortgage Foreclosure Law ("IMFL"), on behalf of Mortgagee, the Trust Estate and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the mortgaged premises as of or subsequent to the date of this mortgage. Further, Mortgagee hereby waives the benefit of all appraisal, valuation, stay or extension laws, and any reinstatement rights (e.g., as under Section 15-1602 of the IMFL), now or hereafter in force, and all rights of marshaling in the event of any sale hereunder of the mortgaged premises or any part thereof or any interest therein.  
 ELEVENTH: Receiver, Mortgagee in possession: Upon or at any time after the filing of any bill, complaint or petition to foreclose this mortgage, the court may, upon application of Mortgagee, place the mortgagee in possession or appoint a receiver of the mortgaged premises. Such appointment may be made either before or after the sale, without notice, and without regard to the solvency or insolvency, at the time of application for appointment, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the value of the mortgaged premises or whether the same shall be then occupied as a homestead or not, and without bond being required of the applicant. Such receiver or mortgagee in possession to the extent permitted by law shall have the power to take possession, control, and care of said premises, and to collect the rent, issues and profits of said premises during the pendency of such foreclosure, and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagee, its successors and assigns, except for the intervention of such mortgagee in possession or receiver, would be entitled to collect such rents, issues and profits, 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. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the costs of management of the property and collection of rents, including but not limited to the fees of the receiver or mortgagee in possession, premiums or receiver's bonds and reasonable attorneys' fees; (b) the indebtedness secured hereby or of any judgment foreclosing this mortgage or any tax, special assessment, or other lien

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which may be or become superior to the lien hereof, or of such judgment, provided such application is made prior to foreclosure sale; (c) the deficiency in case of sale and deficiency. Any such proceeding shall in no manner prevent or retard the collection of said indebtedness by foreclosure or otherwise.

TWELFTH: Condemnation: Any and all awards hereafter made or to be made to the present and all subsequent owners of the premises, by any governmental or other lawful authority for taking, by condemnation or eminent domain, the whole or any part of the premises or any improvement located thereon or any easement therein or appurtenant thereto (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof) are hereby assigned by Mortgagor to Mortgagee, which award Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts and acquittances therefore. Mortgagor covenants and agrees that Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any such proceedings under condemnation or eminent domain, affecting all or any part of the said premises or any easement therein or appurtenant thereto, including severance and consequential damage and change in grade of streets and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute, and deliver to Mortgagee, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. Mortgagee shall make available the proceeds of any award received in connection with and in compensation for any such damage or taking for the purpose of rebuilding and restoring so much of the improvements within the premises affected thereby, subject to the following conditions: (a) that Mortgagor is not then in default under any of the terms, covenants and conditions hereof; (b) that all then existing leases affected in any way by such damage or taking shall continue in full force and effect without reduction or abatement of rental (except during the period of untenantability); (c) that Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of such money will be fully restored, free and clear of all liens, except as to the lien of this mortgage; (d) that in the event such award shall be insufficient to restore or rebuild the said improvements, Mortgagor shall deposit promptly with Mortgagee the amount of such deficiency, which, together with the award proceeds, shall be sufficient to restore and rebuild the said premises;

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[Faint, illegible text, likely a document or form, possibly containing a list or table of information.]

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(e) that in the event mortgagor shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild the said improvements, mortgagor, at its option, may restore or rebuild the said improvements for or on behalf of the mortgagor and for such purpose may do all necessary acts including using said funds deposited by mortgagor as aforesaid; (f) that the excess of said award not necessary for completing such restoration shall be applied as hereinafter provided as a credit upon any portion, as selected by mortgagor, of the indebtedness secured hereby. In the event any of the said conditions are not or cannot be satisfied, then the proceeds shall be paid over to mortgagor and shall be applied toward the payment of all amounts payable by mortgagor to mortgagor, whether or not then due and payable. Under no circumstances shall mortgagor become personally liable for the fulfillment of the terms, covenants, and conditions contained in any of the said leases of the said premises nor obligated to take any action to restore the said improvements.

**THIRTEENTH:** Business Loan: Mortgagor warrants that the proceeds of the notes secured by the mortgage will be used for the purposes specified in Illinois Revised Statutes, Chapter 17, Section 6404, and that the indebtedness secured hereby constitutes a business loan which comes within the purview of said section.

**FOURTEENTH:** Severability: Nothing contained herein or in the notes contained or shall so operate either presently or prospectively, (a) to require mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate, or (b) to require mortgagor to make any payment or to do any act contrary to law, and if any clause or provision herein contained shall otherwise so operate to invalidate this mortgage, in whole or in part, then such clauses and provisions only shall be held for aught as though not herein contained and the remainder of this mortgage shall remain operative and in full force and effect, and mortgagor shall be given a reasonable time to correct any error.

**FIFTEENTH:** Uniform Commercial Code Security Agreement: Mortgagor, within ten (10) days after request by mail, shall execute, acknowledge, and deliver to mortgagor a security agreement, financing statement, or other similar security instrument, in form satisfactory to the mortgagor, covering all property, of any kind whatsoever owned by the mortgagor and located on the premises, which, in the sole opinion of the mortgagor, is essential to the operation of the premises and concerning which there may be any doubt as to whether the title to the same has been conveyed by or a security interest therein perfected by this mortgage under the laws of the State of Illinois and will further execute, acknowledge, and deliver any financing statement, affidavit, continuation statement, or certificate or other documents as mortgagor may request in

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order to obtain, perfect, preserve, maintain, continue, and extend the security interest. Mortgagor further agrees to pay Mortgagee, on demand, reasonable costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing, and refiling of any such document.

SIXTEENTH: Partial Releases: Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens, may release any part of the premises or any person liable for any indebtedness secured hereby, without in any way affecting the liability of any party to the Notes and this Mortgage or any other security given for the indebtedness secured hereby and without in any way affecting the priority of the lien of this Mortgage and may agree with any party obligated on said indebtedness herein to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien created by this Mortgage, or reduce or modify the liability, of any person or entity personally obligated for the indebtedness secured hereby.

SEVENTEENTH: Environmental Matters:

(a) The Mortgagor hereby represents and warrants to the Mortgagee that neither the Mortgagor, the Beneficiary nor any of their affiliates or subsidiaries, not, to the best of the Mortgagor's knowledge, any other person or entity, has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, under or at the premises or any part thereof, and that the premises has never been used by the Mortgagor, the Beneficiary or any of their affiliates or subsidiaries, or, to the best of the Mortgagor's knowledge, by any other person or entity, as a temporary or permanent dump or storage site for any Hazardous Material. "Hazardous Material" means any hazardous, toxic, or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, any so-called "Superfund" or "Superfund" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards on conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(b) Without limitation on any other provision hereof, the Mortgagor hereby agrees to indemnify and hold the Mortgagee harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any kind whatsoever (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the following (collectively, "Environmental Laws"): the Comprehensive Environmental Response, Compensation and Liability Act of





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1980, as amended, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to, or imposing liability or standards on conduct concerning any hazardous material paid, incurred, suffered by or asserted against the Mortgagee as a direct or indirect result of any of the following regardless of whether or not caused by, or within the control of, the Mortgagee or the Beneficiary: (1) the presence of any hazardous material on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release of any hazardous material from (A) the Premises or any part thereof, or (B) any other real property in which the Mortgagee, the Beneficiary or any of their affiliates or subsidiaries holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust the beneficial interest in which is owned, in whole or in part, by the Beneficiary or any of its affiliates or subsidiaries), or (ii) any liens against the Premises permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligations of the Mortgagee, the Beneficiary or any of their affiliates or subsidiaries under any Environmental Laws, or (iii) any actual or asserted liability or obligations of the Mortgagee or any of its affiliates or subsidiaries under any Environmental Law relating to the Premises.

**EIGHTH: Warrant and defense of title:** At the time of the execution and delivery of this instrument Mortgagee is truly seized of the premises in fee simple, free of all liens and encumbrances whatsoever, and will defend and defend the same against any and all claims whatever, and the lien created hereby and will be kept a first lien upon said premises and every part thereof. Mortgagee shall pay when due all water charges, sewer service charges and all other amounts which might become a lien upon the premises prior to this Mortgage and shall, upon written request, furnish to Mortgagee duplicate receipts therefor.

**NINTH: Default:** (a) Upon the failure by Mortgagee to pay the principal sum secured hereby, or of any installment thereof, or of interest thereon, or of any installment thereof, as they severally become due, or in the performance or observance of any other term, covenant, or condition in this Mortgage, specifically, and not exclusively Section Twentieth herein, or the note or in any instrument now or hereafter evidencing or securing said indebtedness, or if the Mortgagee or in the event the Mortgagee is a land trust, any beneficiary of mortgage shall file a petition in voluntary bankruptcy or under the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or if Mortgagee or any of its beneficiaries shall file an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within sixty (60) days from the institution





thereof, or if the Mortgagor or any of its beneficiaries shall have an order for relief entered against it in a bankruptcy or similar proceeding, or a trustee or a receiver shall be appointed for the Mortgagor or any of its beneficiaries for all or any portion of the premises or for all of its property or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Mortgagor or any of its beneficiaries, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed or appeal or otherwise stayed within sixty (60) days, or the Mortgagor or any of its beneficiaries 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 or any portion of the premises or of all of its property or the major part thereof, then, upon the occurrence of any of said events, the Mortgagor shall be in default. Mortgages shall provide Mortgagor written notice of any default. Unless a greater period is specifically provided, Mortgagor shall have ten (10) days from the date of the notice to cure the default. In the event the default is not cured, the entire indebtedness secured hereby shall, at the option of the Mortgagor, without further notice to Mortgagor, become immediately due and payable, and, thereupon, or at any time during the existence of any such default, the Mortgagor may proceed to foreclose this mortgage by judicial proceedings according to the statutes in such case provided, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. Mortgages shall additionally have the right to file an action at law on the note and any other remedy provided by law, which remedies shall be concurrent and may be pursued simultaneously.

(b) In any case in which, under the provisions of this Mortgage, the Mortgagor has a right to institute foreclosure proceedings, whether or not the entire principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, upon demand of Mortgagor, Mortgagor shall surrender to Mortgagor and Mortgagor shall be entitled to take actual possession of the premises, or any part thereof, personally or by its agent or attorneys, as for condition broken and Mortgagee in its discretion may enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, records, papers, and accounts of the Mortgagor to the then owner of the premises

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(i) to the payment of the operating expenses of the premises, including reasonable compensation to the

(c) Any avals, rents, issues and profits of the premises received by the Mortgagee after having possession of the premises, or pursuant to any assignment thereof to the Mortgagee under the provisions of this Mortgage or of any separate Assignment of Rents or Assignment of Leases, shall be applied in payment of or on account of the following, in such as the Mortgagee (or in case of a receivership, as the court) may determine:

relating thereto, and may exclude the Mortgagee, its agents, or servants, wholly therefrom and may, as attorney in fact or agent of the Mortgagee, or in its own name as Mortgagee and under the powers herein granted: (i) hold, operate, manage, and control the premises, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avals, rents, issues, and profits of the premises including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to the Mortgagee; (ii) cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Mortgagee to cancel the same; (iii) elect or disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof; (iv) extend or modify any then existing leases and make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to leases to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagee and all persons whose interests in the premises are subject to the lien hereof and to be binding also upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser; (v) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the premises as to Mortgagee may seem judicious; to insure and reinsure the premises against all risks incidental to Mortgagee's possession, operation, and management thereof and to receive all avals, rents, issues, and profits. In the event of a conflict between the provisions of this paragraph and any separate assignment of rents taken in connection herewith, the provisions of the separate assignment shall govern.

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# UNOFFICIAL COPY

THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, HAS THIS DAY PASSED THE FOLLOWING RESOLUTION:

RESOLUTION NO. 12345  
WHEREAS, the Board of Supervisors of Cook County, Illinois, has received a request from the [Name] for the [Purpose]; and  
WHEREAS, the Board of Supervisors of Cook County, Illinois, has determined that it is in the best interests of the County to [Action];  
NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Cook County, Illinois, do hereby [Action].

Property of Cook County Clerk's Office

RESOLUTION NO. 12345  
WHEREAS, the Board of Supervisors of Cook County, Illinois, has received a request from the [Name] for the [Purpose]; and  
WHEREAS, the Board of Supervisors of Cook County, Illinois, has determined that it is in the best interests of the County to [Action];  
NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Cook County, Illinois, do hereby [Action].

COOK COUNTY CLERK'S OFFICE

# UNOFFICIAL COPY

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Mortgagee at: 1201 S. Milwaukee Avenue  
Libertyville, Illinois 60048

Copy to: 912 Wildwood Drive West  
Prospect Heights, Illinois

Mortgagor at: 999 N. Elmhurst Road  
Box 319  
Mount Prospect, Illinois 60056

TWENTY-FIRST: Notice: All notices, demands and requests required or permitted to be given to Mortgagor or Mortgagee hereunder or by law shall be deemed delivered when deposited in the United States mail with full postage prepaid by registered or certified mail addressed to:

TWENTY-SECOND: Transfer of Property: If all or any part of the property or, in the event the property is held in a trust, the beneficial interest of the trust holding title thereto is sold, transferred, conveyed, assigned or alienated (which shall include the execution of any form of installment agreements for deed or beneficial interest), by Mortgagor or the beneficiaries without the Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable.

Mortgagor, its successors, or assigns, as their rights may appear.

(v) any surplus or remaining funds to the hereby or any deficiency which may result from any foreclosure sale; and

(iv) to the payment of any indebtedness secured of Mortgagee or receiver, make it readily rentable; (iii) to the payment of all reasonable repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, to place said property in such condition as will, in the reasonable judgment of Mortgagee or receiver, make it readily rentable;

(ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the premises, or which may become a lien prior to the lien of this Mortgage;

(i) to the payment of insurance hereinafter authorized; and premiums on insurance hereinafter authorized; entering into leases, established claims for damages, if any, compensation and expenses of seeking and procuring tenants and agents, and shall include lease commissions and other management of the premises has been delegated to an agent or Mortgagee or the receiver and its agent or agents, if



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TWENTY-SEVENTH: Trustee Exculpation. This Mortgage is executed by First National Bank of Mount Prospect, not

TWENTY-SIXTH: Future Advances. This Mortgage secures all advances made and indebtedness outstanding under the Notes from time to time (whether such advances or indebtedness represents obligatory or discretionary advances) within 20 years from the date of this Mortgage. The advances outstanding shall be secured to the same extent as if each was made on the date of this Mortgage, and the fact that there is no outstanding indebtedness under the Notes shall not affect the priority of the lien of this Mortgage as it exists on the date of the Mortgage. This Mortgage shall be prior to all subsequent liens and encumbrances (except for tax liens and assignments levied on the property) even if there is no indebtedness owing under the Notes, to the extent of the credit limit shown in the Notes, plus all other amounts owing under the Notes and/or secured by or which may be secured by this Mortgage.

TWENTY-FIFTH: Gender and Number. All nouns, pronouns and relative terms relating to Mortgages shall be deemed to be masculine, feminine, or neuter, singular or plural as the context may indicate.

TWENTY-FOURTH: Successors and Assigns Bound, Joint and Several Liability; Captions. All of the covenants and conditions hereof shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of Mortgages and Mortgages, respectively, and all persons claiming through or under them. Any reference herein to Mortgages shall include the successors and assigns of Mortgages. All covenants and agreements of Borrower shall be joint and several. 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.

TWENTY-THIRD: Incorporation of Uniform Commercial Code. To the extent that this instrument may operate as a security agreement under the Uniform Commercial Code, Mortgages shall have all rights and remedies conferred therein for the benefit of a secured party (as said term defined in the Uniform Commercial Code).

TWENTY-SECOND: Remedies Cumulative. Each and every of the rights, remedies and benefits provided to Mortgagee herein shall be cumulative and shall not be exclusive of any other said rights, remedies or benefits, or of any other right, remedies, or benefits allowed by law. Any waiver by Mortgagee of any default shall not constitute a waiver of any similar or other default.

or to such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.



# UNOFFICIAL COPY

2025-01-14

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 14th day of January, 2025.

CLERK OF COOK COUNTY

COOK COUNTY

ILLINOIS

PROPERTY OF COOK COUNTY CLERK'S OFFICE

COOK COUNTY

ILLINOIS

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personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the said First National Bank of Mount Prospect hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the said Notes contained shall be construed as creating any liability on the said Mortgagee or on the said First National Bank of Mount Prospect personally to pay the said Notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagee and its successors and said First National Bank of Mount Prospect personally are concerned, the legal holder or holders of said Notes and the owner or owners of the indebtedness accruing hereunder shall look solely to any one or more of: (1) the premises hereby conveyed and the rents, issues, and profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Notes provided; (2) any other security given to secure said indebtedness; or (3) the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, the First National Bank of Mount Prospect as Trustee as aforesaid and not personally, has caused these presents to be signed by its TRUST OFFICER, and its corporate seal to be hereunto affixed and attested by its Vice President, the 3th day of November, 1988.

FIRST NATIONAL BANK OF MOUNT PROSPECT  
 not personally but as Trustee  
 as aforesaid.

BY: [Signature]

ATTEST:

[Signature]  
 ITS: [Signature]

SEAL

Property

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[Faint, illegible text, likely a document or form, possibly containing a signature or official statement.]

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WK116/88-1266 11/1/88/esp

Alan E. Richards  
RICHARDS, RALPH, & EIDEN, CHARTERED  
175 E. Hawthorn Parkway, Suite 401  
Vernon Hills, Illinois, 60061  
(312) 367-2750

This instrument prepared by and after recording mail to:

My Commission Expires:

MY COMMISSION EXPIRES 4-20-89

*[Signature]*  
NOTARY PUBLIC

GIVEN under my hand and notarial seal this 13 day of November, A.D., 1988.

I, The UNDERSIGNED, a Notary Public in and for said County in the State aforesaid, do hereby certify that ELIZABETH G. SILVERMAN TRUSTEE President of the First National Bank of Mount Prospect, and Rayon T. Connor, of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such TRUSTEE President and VICE PRESIDENT, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes herein set forth; and that said VICE PRESIDENT then and there acknowledged that he is custodian of the Corporate Seal of said Bank and did affix the Corporate Seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF            )

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STATE OF ILLINOIS  
COUNTY OF COOK  
CLERK OF THE COURT

RECORDS SECTION

IN WITNESS WHEREOF

CLERK OF THE COURT

THIS DOCUMENT IS THE PROPERTY OF THE CLERK OF THE COURT AND IS LOANED TO YOU FOR YOUR USE ONLY. IT IS NOT TO BE REPRODUCED, COPIED, OR DISTRIBUTED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE CLERK OF THE COURT. IF YOU ARE A MEMBER OF THE PUBLIC, YOU MAY REQUEST A COPY OF THIS DOCUMENT BY CONTACTING THE CLERK OF THE COURT'S OFFICE. IF YOU ARE AN ATTORNEY, YOU MAY REQUEST A COPY OF THIS DOCUMENT BY CONTACTING THE CLERK OF THE COURT'S OFFICE. IF YOU ARE A MEMBER OF THE PRESS, YOU MAY REQUEST A COPY OF THIS DOCUMENT BY CONTACTING THE CLERK OF THE COURT'S OFFICE. IF YOU ARE A MEMBER OF THE PUBLIC, YOU MAY REQUEST A COPY OF THIS DOCUMENT BY CONTACTING THE CLERK OF THE COURT'S OFFICE. IF YOU ARE AN ATTORNEY, YOU MAY REQUEST A COPY OF THIS DOCUMENT BY CONTACTING THE CLERK OF THE COURT'S OFFICE. IF YOU ARE A MEMBER OF THE PRESS, YOU MAY REQUEST A COPY OF THIS DOCUMENT BY CONTACTING THE CLERK OF THE COURT'S OFFICE.

FOR FURTHER INFORMATION, CONTACT THE CLERK OF THE COURT'S OFFICE AT (708) 462-3000.

COPIES OF THIS DOCUMENT ARE AVAILABLE FOR PURCHASE AT THE CLERK OF THE COURT'S OFFICE.