

This Indenture Witnesseth, That the undersigned,

Concrete Drilling & Sawing Co.

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a corporation organized and existing under the laws of Illinois herein referred to as "Mortgagor", does hereby mortgage and warrant to

THE COLONIAL BANK & TRUST COMPANY OF CHICAGO

a Banking Association of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook, in the State of Illinois, to-wit: Lots 17 to 23, inclusive, in Block 3 in Morton Grove Subdivision being a subdivision of part of Section 19, and all of Section 20, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as: 8400 N. Lehigh, Morton Grove, Illinois P.I.N.: 10-19-206-014-000 & 10-19-206-018-000

71-00-909 D1

This Document was prepared by: Maureen L. Prochenski Colonial Bank and Trust Company of Chicago 5850 W. Belmont Avenue Chicago, IL 60634

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TOGETHER with all the buildings and improvements now or hereafter erected thereon, including all gas and electric fixtures, plumbing, motors, boilers, furnaces, ranges, refrigerators, and all apparatus and fixtures of every kind, whether used for the purpose of supplying or distributing heat, refrigeration, light, water, air, power, or otherwise now in or which hereafter may be placed in any building or improvement upon said property; together with the rents, issues and profits of every name, nature and kind. It being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all leases and avails of said premises and the furnishings and equipment therein. Such rents, issues and profits shall be applied first to the payment of all costs and expenses of acting under such assignment, and second to the payment of any indebtedness then due or incurred hereunder.

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagors do hereby release and waive.

This mortgage is given to secure performance by the Mortgagor of the covenants herein contained and the payment of a certain indebtedness to the Mortgagee evidenced by an Obligation of even date herewith in the principal sum of Five Hundred Thousand and 00/100

Dollars (\$ 500,000.00), payable, as follows: as described in the Obligation secured hereby with a final payment, if not sooner paid, due February 1, 2003

COOK COUNTY, ILLINOIS FILED FOR RECORD

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Clerk's Office

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A. THE MORTGAGOR COVENANTS:

- (1) To repay the mortgagee all sums paid by it under the terms of the obligation secured hereby, together with interest as therein provided, and to repay all other sums paid or advanced by the mortgagee hereunder, together with interest thereon at the rate of 2 1/2 per cent per annum; whether such sums shall have been paid or advanced at the date hereof or at any time hereafter.
(2) To pay when due all taxes and assessments levied against said property or any part thereof under any existing or future law, and to deliver receipts for such payments to the Mortgagee promptly upon demand.
(3) Until said indebtedness is fully paid, or in case of foreclosure, until the expiration of the period of redemption, to keep the improvements now or hereafter on said premises insured for the full insurable value against damage by fire, tornado or other hazards, as the Mortgagee may require and in companies approved by its directors; and to pay or provide for payment of premiums on such insurance in any manner Mortgagee may request. Such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale and thereafter to the holder of any master's deed issued pursuant to such certificate of sale. In case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and in such case, the Mortgagor covenants to sign, upon demand, all receipts, vouchers and releases required to be signed by the insurance companies.

MORTGAGE

TO

THE

**COLONIAL BANK & TRUST COMPANY
OF CHICAGO**

5850 W. Belmont Avenue
Chicago, Illinois 60634

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THE

**COLONIAL BANK & TRUST COMPANY
OF CHICAGO**

5850 W. Belmont Avenue
Chicago, Illinois 60634

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tiff's attorney's fees and also all expenses of advertising, selling and conveying said premises, and all moneys advanced, together with interest thereon as herein provided, for any taxes or other liens or assessments, outlays for documentary evidence, stenographer's charges, all title costs, master's fee, and cost of procuring or completing an abstract of title, guarantee policy or Torrens Certificate showing the whole title to said premises, and including the foreclosure decree and Certificate of Sale; there shall next be paid the principal indebtedness, whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale, and the overplus, if any, shall be returned to the Mortgagor. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of said indebtedness after the preparation or filing of any suit, and prior to the entry of any judgment or decree, a reasonable sum for legal services rendered to the time of such payment shall be allowed, which together with any sum paid for continuation of evidence of title, court costs and stenographer's charges, and expenses of such proceedings, shall be additional indebtedness hereby secured.

(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative with every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the singular number as used herein, shall include the plural; that all rights and obligation under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee.

The Mortgagor hereby waives any and all rights of redemption from sale under any decree foreclosing this mortgage.

See Rider Attached Hereto and Hereby Made a Part Hereof.

IN WITNESS WHEREOF said Mortgagor has caused its corporate seal to be hereto affixed and this mortgage to be signed by its _____ President and attested by its _____ Secretary, on the 28th day of January, A. D. 19 88, pursuant to authority given by resolutions duly passed by the _____ of said corporation.

Said resolutions further provide that the obligation herein described may be executed on behalf of said corporation by its _____

Concrete Drilling & Sawing Co.
A Corporation.

ATTEST:

Lou M. Rothmann
Secretary

By Edward C. Johnson
President

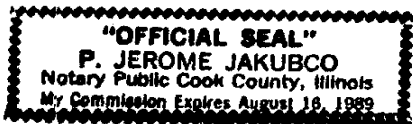
STATE OF ILLINOIS, } ss.
COUNTY OF COOK

I, P. JEROME JAKUBCO a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that EDWARD C. JOHNSON President of the CONCRETE DRILLING & SAWING CO. and LOU M. ROTHMANN Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, 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 Company, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that _____, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as _____ own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this

28th day of JANUARY, A. D. 19 88

P. Jerome Jakubco
Notary Public.



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RIDER ATTACHED TO MORTGAGE DATED JANUARY 28, 1988
SECURING AN OBLIGATION IN THE AMOUNT OF \$500,000.00
TO COLONIAL BANK AND TRUST COMPANY OF CHICAGO.

1. The amount due hereunder may be accelerated at the option of the Holder of the Note if the premises specifically described in this Mortgage are assigned, sold or transferred in any manner, including but not limited to deed, assignment, bill of sale or Articles of Agreement, without prior written acknowledgement of the Holder of the Note; prepayment by the Borrower to be made without penalty.

2. The amount due hereunder may be accelerated at the option of the Holder of the Note secured hereby if there is filed by or against Borrower, or Guarantors, or any affiliate or subsidiary of any such Borrower or Guarantors a petition in bankruptcy or insolvency or for reorganization or for the benefit of creditors unless within thirty (30) days after such occurrence, the proceeding is dismissed.

3. Without the Holder of the Note's written consent thereto, Borrower may not pledge as collateral security for any other loans obtained by either of them any of the collateral described therein.

4. Borrower hereby waives any and all rights of statutory redemption to the real estate described herein upon a foreclosure of the Mortgage.

5. Borrower hereby agrees to provide or cause to be provided to Lender, upon Lender's request, current personal financial statements on Lender's form and the U.S. individual income tax returns of all Guarantors of the Note secured hereby and the compiled financial statements relative to the real estate described herein prepared by an independent certified public accountant and certified by the Guarantors to be complete and correct and the U.S. income tax returns and any and all related business statements Lender may require.

6. The amount due hereunder may be accelerated at the option of the Holder of the Note if the premises specifically described in this Mortgage or any portion thereof is abandoned, vacated or left unattended by the Borrower or the Guarantors thereof.

7. Borrower and each Guarantor hereof shall provide the Holder of the Note secured hereby, within 5 days of the receipt thereof, with all information on any incident which may cause a material change in the financial condition of Borrower or any such Guarantor or any affiliate or subsidiary of any such Borrower or Guarantor. Information as used herein shall include, but not be limited to changes in financial condition, claims, lawsuits, bankruptcies, tax assessments and/or death.

Concrete Drilling & Sawing Company

BY: Edward C. Johnson

ATTEST: Luc M. Rathmann

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