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This document prepared by and return to:

Gerald R. Olson
West Suburban Bank of
Downers Grove/Lombard
2800 Finley Road
Downers Grove, IL 60515

COOK COUNTY ILLINOIS

JUN 20 11 12:38

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MORTGAGE

BOX 333-CC

7/16/89 2014

THIS MORTGAGE, made this 13th. day of June, 1988, by WEST SUBURBAN BANK, a corporation duly organized under the laws of the State of Illinois, and duly authorized to accept and execute trusts in the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust recorded and delivered to said company in pursuance of a Trust Agreement dated June 8, 1988, and known as Trust Number 8164 hereinafter sometimes called "Mortgagor") to WEST SUBURBAN BANK OF DOWNERS GROVE/LOMBARD, an Illinois banking corporation with an office at 2800 Finley Rd., Downers Grove, IL 60515 (hereinafter sometimes called "Mortgagee",

\$18.00

WITNESSETH:

WHEREAS, Mortgagor is or will become the owner and holder of fee simple title in and to all of the real estate described in Exhibit A attached hereto and by this reference made a part hereof, which real estate forms a portion of the Premises hereinafter described, and

WHEREAS, Mortgagor desires Mortgagee to lend money in connection with Mortgagor's acquisition and development of the Premises, hereinafter described and Mortgagee is willing to lend provided that Mortgagor will grant a mortgage as security for such indebtedness: and

WHEREAS, Mortgagor has, concurrently herewith, executed and delivered to Mortgagee a note (the "Note") of even date herewith payable to the order of Mortgagee in the amount of THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00), bearing interest at the initial rate of 10.25% per annum from the date of disbursement through June 30, 1993 and at the variable rate thereafter of an annual rate equal to one percent (1.0%) per annum in excess of the Prime Rate of Interest of WEST SUBURBAN BANK, Lombard, Illinois, such rate to be recalculated annually, payable in installments as provided therein, with the unpaid balance and any accrued interest being due and payable on June 1, 2008.

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NOW, THEREFORE, to secure the payment of the principal and interest on the Note according to its tenor and effect, and to secure the payment of all other sums which may at any time be due and owing or required to be paid as herein provided (the "Indebtedness Hereby Secured"), and the performance and observance of all of the covenants, agreements and provisions herein and in the Note contained, and in consideration of the premises and for other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged by Mortgagor, Mortgagor DOES HEREBY GRANT, DEMISE, RELEASE, ALIEN, MORTGAGE, WARRANT, and CONVEY unto Mortgagee, its successors and assigns forever, the real estate described in Exhibit "A" attached hereto and by this reference made a part hereof (which, together with the property mentioned in the next succeeding paragraphs hereto, is called the "Premises")'

TOGETHER with all right, title and interest of Mortgagor, including any after-acquired title or reversions, in and to the beds of the ways, streets, avenues and alleys adjoining the aforesaid real estate;

TOGETHER with all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter appertaining to said real estate, including any other claim at law or in equity as well as any after-acquired title, franchise or license and reversions and remainder and remainders hereof;

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon, and all fixtures, furnishings and equipment now or hereafter owned by Mortgagor and attached to or forming a part of or used in connection with the aforesaid real estate and all renewals, replacements and substitutions thereof or substitutions therefor, whether or not attached to said building(s), it being mutually agreed that all of the aforesaid property owned by Mortgagor

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and, placed on the aforesaid realty shall, so far as permitted by law, be deemed to be fixtures, a part of the realty, and security for the Indebtedness Hereby Secured;

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee.

TO HAVE AND TO HOLD the Premises, and all other above-described property and rights, unto Mortgagee, its successors and assigns, forever; Mortgagee hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State of Illinois.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay when due the Indebtedness Hereby Secured and duly and timely perform and observe all of the terms, provisions, covenants and agreements herein provided to be performed and observed by Mortgagor, then this Mortgage shall cease and become void and of no effect, otherwise to remain in full force and effect.

MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Payment of indebtedness. Mortgagor shall pay when due (a) the principal of and interest and premium, if any, on the indebtedness evidenced by the Note, and (b) all other Indebtedness Hereby Secured; and Mortgagor shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on the Mortgagor's part to be performed and observed as provided herein and in the Note; and this Mortgage shall secure such payment, performance and observance.

2. Maintenance, Repair, Restoration, Liens, etc. Mortgagor shall: (a) keep the Premises in good condition and repair, without waste, and free from mechanic's, materialmen's or like liens or claims or other liens or claims for lien; (b) comply with all requirements of law, municipal ordinance or restrictions and covenants of record with respect to the Premises and the use thereof; (c) suffer or permit no unlawful use of, or nuisance to exist upon, the Premises, and (d) cause the Premises to be managed in competent and professional manner.

3. Other Liens. Except as otherwise expressly provided herein, Mortgagor shall not create or suffer to exist any mortgage, lien, charge or encumbrance to attach to the Premises, whether inferior or superior to the lien of this Mortgage, excepting only the lien of real estate taxes and assessments not due or delinquent.

4. Taxes. Mortgagor shall pay before any penalty attaches all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all such, the "Taxes"), whether or not assessed against Mortgagor, if applicable to the Premises or any interest therein, or the Indebtedness Hereby Secured, or any obligation or agreement secured hereby; and Mortgagor shall, upon written request, furnish to Mortgagee duplicate receipts therefor.

5. Insurance. Mortgagor at its own expense will keep insured all of the buildings and improvements now or hereafter included within the Premises, and each and every part and parcel thereof against such risks as Mortgagee may require.

All policies of insurance shall be with companies, and in form and amounts satisfactory to Mortgagee. All policies of casualty insurance shall have attached thereto mortgagee clauses or endorsements in favor of and with loss payable to and in form satisfactory to Mortgagee and shall provide that such insurance may not be cancelled or altered as to Mortgagee without at least 10 days prior written notice to Mortgagee.

6. Proceeds of Insurance. Mortgagor shall give Mortgagee prompt notice of any damage to or destruction of the Premises, and Mortgagee may apply the proceeds of insurance consequent upon any insured casualty upon the Indebtedness Hereby Secured, in such order or manner as Mortgagee may elect.

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7. Condemnation. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation including any payments made in lieu of or in settlement of a claim or threat of condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness Hereby Secured then most remotely to be paid, whether due or not. No interest shall be allowed to Mortgagor on account of any award held by Mortgagee.

8. Stamp Tax. If, by the laws of the United States of America, or of any state or subdivision thereof, any tax is used or becomes due in respect of the issuance of the Note or this Mortgage, or any related document, Mortgagor shall pay such tax in the manner required by law.

9. Extensions of Time and Amendments on Junior Liens and Others. If the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect, without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

10. Performance of Mortgagor's Obligations. In case of default herein, Mortgagee, either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein required of Mortgagor (whether or not Mortgagor is personally liable therefor) in any form and manner deemed expedient to Mortgagee; and Mortgagee may, but shall not be required to, make full or partial payments of principal or interest on prior encumbrances, if any and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment, operate and manage the Premises and such improvements and pay operating costs and expenses, including management and attorneys' fees, of every kind and nature in connection therewith, so that the Premises and improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, shall be so much additional Indebtedness Hereby Secured, whether or not they exceed the face amount of the Note, and shall become immediately due and payable without notice, and with interest thereon at the Default Rate, as defined in the Note.

11. Inspection. Mortgagee shall have the right to inspect the premises and all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose.

12. Financial Statements. If required by Mortgagee, Mortgagor will furnish to Mortgagee financial and operating statements of the Premises for such periods, in such form and at such times as required by Mortgagee, all at Mortgagor's expense.

13. Hazardous substances. Mortgagor represents and warrants that the premises never has been, and never will be so long as this Mortgage remains a lien on the Premises, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous substance, as those terms are defined in any applicable federal or state laws or regulations adopted pursuant to any of the foregoing. Mortgagor agrees to indemnify and hold harmless the Mortgagee against any and all claims and losses resulting from a breach of this provision of the Mortgage. This obligation to indemnify shall survive the payment if the indebtedness hereby secured and the satisfaction of this Mortgage.

14. Events of Default. If one or more of the following events (herein called "Events of Default") shall occur:

- (a) Default be made and shall continue for fifteen (15) days in the due and punctual payment of the Note or any installment thereof, either principal or interest, as and when the same is due and payable, or if default be made and shall continue for fifteen (15) days in the making any payment of monies required to be made hereunder or under the Note; or

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- (b) If, without the prior written consent of Mortgagee, Mortgagor or any beneficiary of the Mortgagor shall create, effect or consent to or shall suffer or permit (or shall contract for or agree to) any conveyance, sale, assignment, transfer, or alienation of the Premises or any part thereof or interest therein, (including without limitation of any beneficial interest), in each case whether any such conveyance, sale, transfer, lien or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; or
- (c) If (and for the purpose of this subsection (d) of this Paragraph 14 only, the term Mortgagor shall mean and include not only Mortgagor but any beneficiary of a trustee mortgagor),
- (i) Mortgagor shall file a petition in voluntary bankruptcy under any chapter of the federal bankruptcy code, or any similar law for the relief of debtors, state or federal, now or hereafter in effect, or
 - (ii) Mortgagor shall file an answer admitting insolvency or inability to pay its debts, or
 - (iii) Within thirty (30) days after the filing against Mortgagor of any involuntary proceeding under the federal bankruptcy code or similar law for the relief of debtors, such proceedings shall not have been vacated or stayed, or
 - (iv) Mortgagor shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Mortgagor for all or a material part of Mortgagor's property or the Premises, in any involuntary proceeding, or any court shall have taken jurisdiction of all or the major part of Mortgagor's property or the Premises in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within thirty (30) days, or
 - (v) Mortgagor 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 a material part of its property, or the Premises; or
- (d) If default shall continue for ten (10) days after notice thereof by Mortgagee to Mortgagor in the due and punctual performance or observance of any other agreement or conditions herein or in the Note;

then Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder to declare, without further notice, all indebtedness Hereby Secured to be immediately due and payable, whether or not such default be thereafter remedied by Mortgagor, and Mortgagee may immediately proceed to foreclose this Mortgage or to exercise any right, power or remedy provided by this Mortgage, the Note, or by law or in equity conferred.

15. Possession by Mortgagee. When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to enter into and upon the Premises and take possession thereof or to appoint an agent or trustee for the collection of the rents, issues and profits of the Premises. The net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of taxes, insurance premiums and

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other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured as Mortgagee may elect; the rents, issues and profits of and from the Premises are hereby specifically pledged to the payment of the Indebtedness Hereby Secured.

16. Foreclosure. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies and similar data and assurance with respect to title, as Mortgagee may deem necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of attorneys employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by the Mortgagor, with interest thereon at the Default Rate in the Note per annum until paid.

17. Receiver. Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without regard to solvency or insolvency of Mortgagor at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, 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.

18. Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises 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 such items as are mentioned in paragraph 16 hereof; Second, all other items which, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Note, with interest on such items as herein provided; Third, to interest remaining unpaid upon the Note; Fourth, to the principal remaining unpaid upon the Note; and Fifth, any remaining amounts to Mortgagor and its successors or assigns, as their rights may appear.

19. Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that Mortgagee's clause attached to each of the casualty insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to said decree creditors. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to Mortgagor for prepaid premiums thereon.

20. Waiver. Mortgagor hereby covenants that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of any stay, exemption, extension, or moratorium law now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the

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valuation or appraisal of the Premises or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgement or other of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and any person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the Provisions of Illinois Revised Statutes, Chapter 77, Sections 18(a) and 18(b), and any statute enacted in replacement or substitution thereof.

21. Further Assurances. Mortgagor will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole judgement of Mortgagee, for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or hereafter acquired.

22. Successors. In the event that the ownership of the Premises becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with Mortgagor. Mortgagor will give immediate written notice to Mortgagee of any conveyance, transfer or change in ownership of the Premises, but nothing in this Paragraph shall vary or negate the provisions of Paragraph 14 hereof.

23. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or limited, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission of Mortgagee in the exercise of any right, power or remedy shall impair any such right, power or remedy, or be construed to be a waiver of any type.

24. Assigns. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of Mortgagee and its successors and assigns.

25. Time of the Essence. Time is of the essence of the Note, this Mortgage, the Assignments and any other document evidencing or securing the Indebtedness Hereby Secured.

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~~26. Construction Loan Agreement. This Mortgage and the Note secured hereby have been executed and delivered to secure monies advanced or to be advanced to or on behalf of the Mortgagor to be used in the construction of certain improvements on the mortgaged premises in accordance with a certain Construction Loan Agreement of even date herewith between the Mortgagor and the Mortgagee. Notice is hereby given of the provisions of the Construction Loan Agreement, which provisions will remain in effect until such time as such Agreement is terminated by either (a) the completion of such improvements, or (b) the payment of all principal, interest and other sums due and owing on such Note and this Mortgage in accordance with their terms.~~

27. Notices. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by registered or certified mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party may by notice in writing designate for itself.

(a) If to Mortgagor: WEST SUBURBAN BANK, 711 S. Westmore Ave., Lombard, IL 60148, attention: Trust Department.

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Copy to: Dale E. Huzicki, 318 670 Bank Lane,
Wheaton, IL 60187

(b) If to Mortgagee: WEST SUBURBAN BANK OF DOWNERS GROVE/
LOMBARD, 2800 Finley Road, Downers Grove, IL 60515.

Any such other notice may be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.

28. Nonrecourse. Nothing contained in this Mortgage or the Note shall obligate the Mortgagor further than to bind the right, title and interest of the Mortgagor in the Premises, and in default hereunder, no deficiency or other personal judgement shall be demanded or entered against Mortgagor.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly signed, sealed and delivered the day and year first above written.

WEST SUBURBAN BANK, as Trustee
aforesaid and not individually

ATTEST:

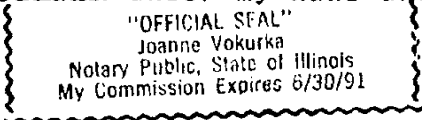
By Walter M. Harris
Its Trust Officer

By Patricia L. Fleischman
Its Trust Officer

State of Illinois)
County of DuPage)

I, Joanne Vokurka, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Diane M. Norris, personally known to me to be the Trust Officer of WEST SUBURBAN BANK, an Illinois corporation, and Patricia L. Fleischman, personally known to me to be the Trust Officer of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Trust Officer and Trust Officer of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

~~Given under my hand and~~ official seal this 13th day of June, 1988.



Joanne Vokurka
NOTARY PUBLIC

My commission expires 6-30-91.

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EXHIBIT "A"
LEGAL DESCRIPTION

LOTS 36, 37, 38, 39, 40 AND 41 IN BLOCK 44 IN ANDREWS AND PIPERS
THIRD ADDITION TO BERWYN, A SUBDIVISION IN SECTION 31, TOWNSHIP
39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

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3253 S. HARLEM Avenue
Berwyn, Ill 60412