

NOW, THEREFORE, to secure the performance and discharge of the obligations and performances required of the Mortgagor and the payment of the principal and interest of the indebtedness secured hereby and any and all extensions, renewals and modifications thereof, and the performance of the covenants and agreements herein contained and also in consideration of the sum of One Dollar (\$1.00) in hand paid and for other good and valuable considerations, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Mortgagor does hereby grant, transfer, assign, mortgage and convey unto Mortgagee, its successors and assigns forever, real estate situated in the County of Cook and State of Illinois,

THAT, WHEREAS, Mortgagee has concurrently herewith executed an installment Note bearing even date herewith in the principal sum of Four Hundred Forty Six Thousand, Two Hundred and Fifty Dollars (\$446,250.00), made payable to the order of the Mortgagee, in and by which said Note the Mortgagor promises to pay said principal sum and interest at the rate and in the manner provided in said Note at the office of the Mortgagee in Libertyville, Illinois or at such other place as the holder of said Note may from time to time designate in writing; and

W I T N E S S E T H :

THIS MORTGAGE is made this 7th day of November, 1989 between Financial Management Services, Inc., an Ohio Corporation, (hereinafter referred to as "Mortgagor") and the American National Bank of Libertyville a National Banking Corporation, (hereinafter referred to as "Mortgagee").

MORTGAGE

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COOK COUNTY CLERK

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 19____.

CLERK OF THE COUNTY OF COOK, ILLINOIS

BY _____

NOTARY PUBLIC

WITNESSES

ACCEPTED

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SECOND: Maintenance and Repair: Mortgagor shall not permit the commission of any act on the premises and will keep the buildings, improvements, fixtures and equipment in good repair and will make replacements thereof as and when the same become necessary. Mortgagor shall promptly notify Mortgagee in writing of the occurrence of any loss or damage to the premises.

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

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, and the rents, issues, profits and leases thereof, and said tenements hereditaments, easements and appurtenances.) shall require otherwise.

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

legally described in Exhibit A attached hereto and made a part hereof.

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THIRD - Board Insurance: Mortgagee shall keep all the premises insured against loss or damage by fire and the perils covered by extended coverage insurance in an amount not less than 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 and content, 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 proceeds of said insurance shall, after deducting the costs of collection thereof, if any, be made 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 Note, Mortgage, or any other instrument securing the indebtedness; (c) the insurance carrier does not deny liability to a named insured; (d) the Mortgagee shall be furnished with an estimate of the costs of restoration accompanied by an architect's certification as to 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

Mortgagee shall not materially alter or make material additions to the buildings, improvements, or fixtures 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 which consent shall not be unreasonably withheld. 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 restrictions, including, without limitation, all zoning, building code, environmental protection 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.

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FIFTH: Funds for taxes and insurance: If required by Mortgagee, Mortgagor shall pay to Mortgagee, at the times provided in said Note for payment of installments of principal and interests, 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 to renew the insurance hereinaabove provided; said installments to be substantially equal and to be in such amount as will assure to Mortgages that not less than thirty (30) days before the time when such taxes and premiums respectively become due, Mortgagor will have paid to Mortgagee a sufficient amount to pay such taxes and premiums in full. Said amounts paid to Mortgagee hereunder

FOURTH: Charges, liens: Mortgagor shall pay when due all taxes and assessments that may be levied on the premises, and shall, upon request by Mortgagee, promptly deliver to Mortgagee receipts showing payment thereof. Mortgagor shall pay when due all taxes and assessments that may be levied upon or on account of this Mortgage or the indebtedness secured hereby or upon the interest or estate in said premises created or represented by this Mortgage whether levied against Mortgagor or otherwise. In the event payment by Mortgagor of any tax referred to in the foregoing sentence would either be unlawful or would result in the payment of interest in excess of the rate permitted by law then Mortgagor shall have no obligation to pay the portion of such tax which would result in the payment of such excess; provided, however, in 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.

Satisfactory to the Mortgagee of the Mortgagor's liability to meet with excess costs; (f) disbursement of the proceeds during the costs of reconstruction shall be upon an architect's certification as to the costs 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 undistributed 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. Any excess proceeds shall be paid to Mortgagee contemporaneously with final payment. In all other cases the proceeds of the loss under any policy shall be paid over to the Mortgagee in repayment of the debt secured hereby.

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the performance of any covenant or condition provided in said payment of any other sums provided in said Note or herein, or in indebtedness secured hereby or any renewal thereof, or in the payment of the principal or interest of the Note or any other EIGHTH: Acceleration; should default be made in the

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

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

provides Mortgagee with evidence of same. as Mortgagor makes timely payment of taxes and insurance and payable. Mortgagor shall not require payments hereunder so long hereby or any portion thereof, whether or not then due or Mortgage and/or toward the payment of the indebtedness secured payment of any amounts payable by Mortgagor to Mortgagor under the taxes, assessments and insurance premiums, and/or toward the obligation on its part so to do, apply said amount upon said default by Mortgagor, Mortgagee may, at its option but without any to maintain insurance as above provided. In the event of any in any manner limit the obligation of Mortgagor to pay taxes and other than its own willful acts. Nothing herein contained shall liability for any failure to so apply said amounts for any reason and payable; provided, however, that Mortgagee shall have no taxes, assessments and insurance premiums when the same become due hereby. Said amount shall be applied to the payment of said Mortgagee as additional security for the indebtedness secured shall accrue or be payable thereon. Said amounts shall be held by need not be segregated or kept in a separate fund and no interest

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Note or herein, or default occurs as specified in paragraph
 Ninteenth herein or in any other instrument or agreement securing
 said Note or any other indebtedness secured hereby (including,
 without limitation, the Assignment of Rents, Assignment of
 Lessor's Interest in Lease or Security Agreement delivered by
 Mortgagor to Mortgagee) 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 this paragraph shall be deemed as authorizing and constituting
 a power of sale as mentioned in said statutes or rules, and any
 amendment thereto; and (b) to enter upon and take possession of
 said premises with the irrevocable consent of Mortgagor as given
 and evidenced by the execution of this instrument, and as
 Mortgagee in possession, let the 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
 charges and expenses deemed by Mortgagee to be necessary, on
 account of the indebtedness secured hereby Mortgagor for its
 and any subsequent owner of the 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
 dispossessed by the usual legal proceedings available against any
 defaulting tenant or 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 the 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 or
 foreclosure, including reasonable attorneys' fees and the costs of
 title searches and abstracts;

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

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may be necessary or are usual in such collect such rents, issues and profits, and all other powers which of such mortgagee in possession or receiver, would be entitled to Mortgage, its successors and assigns, except for the intervention a redemption or not, as well as during any further times when the full statutory period of redemption, if any, whether there be of such foreclosure, and, in case of a sale and deficiency during the rent, issues and profits of the premises during the pendency take possession, control, and care of the premises, and to collect possession to the extent permitted by law shall have the power to required of the applicant. Such receiver or mortgagee in be then occupied as a homestead or not, and without bond being the then value of the mortgaged premises or whether the same shall payment of the indebtedness secured hereby and without regard to appointment, of the person or persons, if any, liable for the the solvency or insolvency, at the time of application for before or after the sale, without notice, and without regard to of the mortgaged premises. Such appointment may be made either Mortgage, place the mortgagee in possession or appoint a receiver foreclose this mortgage, the court may, upon application of any time after the filing of any bill, complaint or petition to

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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 Mortgage, 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 then 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 the premises, and to collect the rent, issues and profits of the 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 Mortgage, 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

TENTH: 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. MORTGAGOR 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 MORTGAGOR, THE TRUSTEES 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 marshalling in the event of any sale hereunder of the Mortgaged Premises or any part thereof or any interest therein. Mortgagee does further represent that it has been and is authorized and empowered by the trust instrument and by all persons having a power of direction over it, as such trustee, to execute the foregoing waivers.

(c) To the payment of the principal and interest of the indebtedness secured hereby;
 (d) To the payment of the surplus, if any, to Mortgagee or to whomsoever shall be entitled thereto.

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' fee; (b) the indebtedness secured hereby or of any judgment foreclosing this mortgage or any tax, special assessment, or other lien 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 be in no manner prevent or retard the collection of said indebtedness by foreclosure or otherwise.

ARTICLE V: 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 Mortgagee 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, and Mortgagee shall use or apply the proceeds of such award or awards in the same manner as is set forth in paragraph third hereof with regard to insurance proceeds received subsequent to a fire or other casualty to the premises. Mortgagee covenants and agrees that Mortgagee 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 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. Mortgagee 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 wards and other compensation heretofore and hereafter to be made to Mortgagee for any taking, either permanent or temporary, under any such proceeding. At Mortgagee's option, any such award may be applied to restoring the improvements upon the same terms and conditions provided with respect to insurance proceeds in paragraph third hereof.

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THIRTEENTH: Mortgages Loans: Mortgages referents that the proceeds of the Note 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.

TWELFTH B: That notwithstanding any provision herein to the contrary and in particular Paragraph Twelfth A hereof, in the event of any damage or taking as therein described by eminent domain of less than the entire mortgaged premises, it is hereby agreed that 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 hereby, subject to the following conditions: (a) that Mortgagee 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 unavailability); (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, Mortgagee 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; (e) that in the event Mortgagee shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild the said improvements, at its option, may restore or rebuild the said improvements for or on behalf of the Mortgagee and for such purpose may do all necessary acts including using said funds deposited by Mortgagee as aforesaid; (f) that the excess of said award not necessarily for completion of such restoration shall be applied as hereinafter provided as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby. In the event any of the said conditions are not or cannot be satisfied, then the alternate disposition of such award as provided for in Paragraph Twelfth A shall again become applicable. Under no circumstances shall Mortgagee 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.

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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 Note 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, but Mortgagee shall be permitted hereunder to extend the lien hereof against the title to all parties having any interest in

FIFTEENTH: Uniform Commercial Code Security Agreement: Mortgagee within the (10) days after written request by mail, shall execute, acknowledge, and deliver to Mortgagee a security agreement, financing statement, or other similar security instrument, in form satisfactory to the Mortgagee, covering all property of any kind whatsoever owned by the Mortgagee, which, in the sole opinion of the Mortgagee, 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 Mortgagee may request in order to obtain, perfect, preserve, maintain, continue, and extend the security interest. Mortgagee further agrees to pay Mortgagee, on demand, costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing, and re-filing of any such document.

FOURTEENTH: Severability: Nothing contained herein or in the Note contained nor any transaction related thereto, shall be construed or shall so operate either presently or prospectively, (a) to require Mortgagee 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 Mortgagee to make any payment or 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 naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect, and Mortgagee shall be given a reasonable time to correct any error.

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NINTEENTH: 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 terms, 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 Mortgagee 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 twenty (20) days from the institution thereof, or if the Mortgagee 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 Mortgagee 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, or any court shall have taken jurisdiction of all or any portion of the premises or all of the property of the Mortgagee or any of its beneficiaries or the major part thereof in any involuntary proceeding or winding up of the Mortgagee or any of its beneficiaries, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or any of its

EIGHTEENTH: 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 forever defend the same against any and all claims whatever, and the lien created hereby is 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.

SEVENTEENTH: Annual Report: Mortgagee at its expense shall furnish to Mortgagee an annual statement of the operation of the premises, showing in reasonable detail total rents received and total expenses together with annual balance sheets and profit and loss statements, within one hundred twenty (120) days after the close of each fiscal year.

said security which interest is subject to the indebtedness secured by this Mortgage.

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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 Mortgagee shall be in default and the entire indebtedness secured hereby shall, at the option of the Mortgagee after notice as hereinafter provided, and Mortgagee's failure to timely cure such default within five (5) days thereafter; further provided that Mortgagee may only exercise its right to cure two times during the term of the Note secured by this Mortgage, become immediately due and payable, and, thereupon, or at any time during the existence of any such default, the Mortgagee 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. Mortgagee 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 Mortgagee 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, forthwith, upon demand of Mortgagee, Mortgagee shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises, or any part thereof, personally or by its agent or attorney, 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 Mortgagee to the then owner of the premises 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: (1) hold, operate, manage, and control the premises and conduct the business, if any, thereon, 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 available, rents, issues, and profits of the premises including actions for recovery of rent, actions in foreclosure 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; (2) cancel or terminate any lease or

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(2) complete the construction of said improvements and enter into the necessary contracts therefor; provided, that all funds so expended shall be so much additional indebtedness secured by this Mortgage, and any funds expended in excess of the principal amount evidenced by the Note shall be secured by this Mortgage and shall be payable on demand with interest at the default interest rate;

(1) declare the entire principal indebtedness and interest thereon due and payable.

(a) Upon default by Mortgagor in any of the terms, provisions or covenants contained in the Note, this Mortgage, or any other loan documents or documents granting or purporting to grant a security interest in property to Mortgagee, after due notice as required herein or therein, if any, the holder of the Note may (but need not):

Twenty-First: Construction: The proceeds of the loan evidenced by the Note are intended to finance both the purchase of the premises and construction of improvements therein and Mortgagor further covenants and agrees that:

Twenty-Second: Transfer of Premises: If all or any part of the premises or, in the event the premises 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 or written consent, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable.

(v) any overplus or remaining funds to the Mortgagor, its successors, or assigns, as their rights may appear.

(iv) to the payment of any indebtedness secured hereby or any delinquency which may result from any foreclosure sale; and

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

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TWENTY-THIRD: 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 of 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.

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

Mortgagor at: 947 Plum Grove Road
Schaumburg, IL

TWENTY-SECOND: 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:

(b) All advances made and indebtedness arising and accruing from time to time, whether or not the total amount thereof may exceed the face amount of the Note, shall be secured hereby.

The holder of said Note may exercise any or all of the aforesaid remedies.
(3) avail themselves of any other remedy afforded either by law or by the aforementioned documents.

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or by any other person or entity, as a temporary or permanent facility for the processing, disposal or storage site for any hazardous or toxic substance or waste or any material defined as hazardous in or for purposes of the comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), the Toxic Substance Control Act, ("TSCA"), the Resource Conservation and Recovery Act, ("RCRA"), the Solid Waste Disposal Act ("SWDA"), any so-called "superfund" or "superfund" law, any Environmental Law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree relating, relating to or imposing liability or standards on conduct concerning any solid waste, any hazardous or toxic substance, or material or waste or any petroleum product as now or at any time hereafter in effect.

(c) Except as otherwise agreed, the Mortgagor hereby agrees to defend, indemnify and hold the Mortgagees harmless from and against any and all losses, liabilities, damages, injuries, costs, attorney's fees, testing costs, sampling costs, investigation costs, experts fees, 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: CERCLA, RCRA, TSCA, SWDA, CWA, any so-called "superfund" or "superfund" 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 establishing standards of conduct concerning any hazardous substance or petroleum product (collectively, "Environmental Law") 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: (1) the transportation, use, storage, disposal or presence of any hazardous substance on, in or under the premises, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release of any hazardous substance from or to (A) the premises or any part thereof, or (B) any other real property in which the Mortgagor or any of its parents, 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 (11) any liens against the premises permitted or imposed by any Environmental Law, or any actual or asserted liability or obligations of the Mortgagor or any of its parents, affiliates or subsidiaries under any Environmental Law, or (12) any actual or asserted liability or obligations of the Mortgagor or any of its parents, affiliates or subsidiaries under any Environmental Law relating to the premises, or (13) any liability associated with

89552002

ATTEST:
Cindy Hawkins
Assistant Secretary

BY: *[Signature]*
Vice-President

Financial Management Services, Inc.
an Ohio corporation

IN WITNESS WHEREOF, this instrument is executed by
Mortgagee as of the day and year first above written.

part of the premises.
environmental practices at the premises or any facility on any
from any governmental or quasi-governmental entity concerning
information, notice and demand letter or administrative inquiry
premises has received any notice of violation, notice, request for
of the premises or any facility located on any part of the
in or under the premises; no present or prior owner in operation
located on any part of the premises or any hazardous substance on,
Environmental Laws with respect to the premises or a facility
any consent decree or administrative consent decree under any
a facility located on any part of the premises has entered into
premises; no present or prior owner or operator of the premises or
operators of the premises or facilities located on any part of the
Environmental Law applicable to any present or prior owners or
there are no outstanding administrative orders under any
facility located therein; to the best of Mortgagee's knowledge,
any present or prior owner or operator of the premises or any
completed with respect to any facility located on the premises or
enforcement action under any Environmental Law pending or
and subsidiaries have no knowledge of any federal, state or local
warrants to the Mortgagee that Mortgagee, its parents, affiliates
(e) The Mortgagee, after inquiry, hereby represents and

(d) The Mortgagee hereby represents and warrants to the
Mortgagee that, to the best of Mortgagee's knowledge, the premises
does not now and has never contained any facility or facilities
which are subject to the reporting requirements under the
Emergency Response and Community Right-to-Know Act of 1986, as now
or hereafter amended; that no facility or facilities required to
be registered as an underground storage tank under the Illinois
underground storage Tank Program, as now or hereafter amended or
any Environmental Laws.

the breach of any of the warrants and representations made herein.

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CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 21st day of November 1989

and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the above described property (the "Borrower") to secure Borrower's Note to

of the name and covering the property described in the Security Instrument and located at:

947 N. Plum Grove Rd., Schaumburg, Illinois

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

Woodfield Lake Court Condominium Project

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the use, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are: (i) Declaration or any other document which governs the Condominium Project; (ii) code of regulations; and (iii) other equivalent documents. Borrower shall

promulgate, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "policy" on the Condominium Project which is satisfactory to Lender and which provides insurance coverage for the period, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender, waives the provision in the monthly payment to Lender of one-twelfth of the yearly premium installment for hazard insurance on the Property; and

(ii) Borrower shall obtain under a policy which provides for maintenance of hazard insurance coverage on the Property deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of an undivided interest in the Property or repair following a loss in the Property, whether in the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sum secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable to Lender.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of an undivided interest in the Property or repair following a loss in the Property, whether in the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sum secured by the Security Instrument, with any excess paid to Borrower.

D. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable to Lender.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of an undivided interest in the Property or repair following a loss in the Property, whether in the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sum secured by the Security Instrument, with any excess paid to Borrower.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial deterioration by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association;

or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Members. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree in writing to other terms of payment, these amounts shall bear interest from the date of disbursement at the Prime rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

G. Borrower agrees and agrees to the terms and provisions contained in this Condominium Rider.

FINANCIAL MANAGEMENT SERVICES, INC., AN OHIO CORPORATION

By: _____ Vice-President

By: _____ Assistant Secretary

29825568

29925568

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Attention: Linda Bousson Willert

Libertyville, IL 60048
1201 South Milwaukee Avenue
American National Bank of Libertyville

This document was prepared by and after recording mail to:

BOX 333-CG

Notary Public
My commission expires: August 14, 1993

[Signature]

GIVEN UNDER MY HAND and official seal this 7th day of August, 1993.

and purposes therein set forth.

I, *[Signature]* a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mr. & Mrs. [Name] personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS.
COUNTY OF

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-20-

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Permanent Index No.: 07-14-200-051-1008

Common Street Address: 817 N Plum Grove Road
Schamburg, Illinois

Unit Number 6 in Woodfield Lake Office Court Condominium, as delineated on a survey of the following described Real Estate: certain parts of the North East 1/4 of Section 14, Township 41 North, Range 10, East of the Third Principal Meridian; which survey is attached as exhibit "B" to the Declaration of Condominium recorded as Document Number 25442272, as amended from time to time; together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Legal Description

EXHIBIT A
TO MORTGAGE DATED
November 7, 1989

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Subsequent to the date of the original recording of this instrument, the following instrument(s) have been recorded in Cook County, Illinois:

Instrument No. _____, recorded on _____, 20____, in Cook County, Illinois.

Instrument No. _____, recorded on _____, 20____, in Cook County, Illinois.

Instrument No. _____, recorded on _____, 20____, in Cook County, Illinois.