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State of Illinois
County of Cook

The L. Suburban Bank of
Downers Grove, Illinois
Attn: J. Olson
2800 Winley Road
Downers Grove, Ill. 60515

63120832

MORTGAGE

THIS MORTGAGE, made this 1st day of June, 1989, between Steve S. King and the L. Suburban Bank of Downers Grove, Illinois, "as mortgagor", and JAMES EDWARD HARRIS and JENNIFER ANN HARRIS, the husband and wife, both of the County of Cook, State of Illinois, "as mortgagee";

WHEREAS, the mortgagee has advanced to the mortgagor the sum of \$100,000.00, which is being used by the mortgagor to purchase certain real estate, to-wit: Lot 14 (except the North 10 feet) and all of Lot 15 in Block 5 in Jacobson's River Road Subdivision in Section 35, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois; and

WHEREAS, the mortgagee has advanced to the mortgagor the sum of \$100,000.00, which is being used by the mortgagor to purchase certain real estate, to-wit: Lot 14 (except the North 10 feet) and all of Lot 15 in Block 5 in Jacobson's River Road Subdivision in Section 35, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois; and

THE MORTGAGE IS IN CONNECTION WITH THE BUSINESS OF THE MORTGAGOR. MORTGAGOR AGREES THAT THIS MORTGAGE IS NOT CONSIDERED TO BE A CONSUMER TRANSACTION.

THIS MORTGAGE SHALL BE SUBJECT TO THE TERMS AND CONDITIONS, DEFINITIONS OF MODIFICATIONS OF THE WHOSE OF ANY TYPE OR KIND, INCLUDING, BUT NOT LIMITED TO, RENEWALS, EXTENSIONS, MODIFICATIONS OR CHANGES IN THE RATE OF THE RATE OF INTEREST, WHICH SHALL NOT IMPAIR OR AFFECT THE VALIDITY OR PRIORITY OF THIS MORTGAGE.

HIS, WHEREFORE, the mortgagor, for the full and prompt payment of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, has and she hereby assigns, conveys and WARRANTS unto the mortgagee, her successors and assigns, the following described real estate situated in the County of Cook, and the State of Illinois to-wit:

****Lot 14 (except the North 10 feet) and all of Lot 15 in Block 5 in Jacobson's River Road Subdivision in Section 35, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.****

P.L.N. 12-35-101-031 & 12-35-101-054

Downers Grove, Illinois: 2800 Winley Road, River Grove, IL 60171

Together with all and singular the premises, hereditaments and appurtenances thereto belonging; and the rents, issues and profits thereof.

To have and to hold the above-described premises, with the appurtenances and fixtures, unto the said mortgagee, her successors and assigns, forever, for the purposes and uses herein set forth, free from all taxes and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said right and benefits the said mortgagee does hereby expressly release and waive.

And said mortgagee covenants and agrees as follows:



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incorporated in this instrument, and with those herein contained may be included in the location of the premises and the contents thereof the work of a contractor, including the work of a carpenter, mason, plumber, painter, or any other person, and the labor of the contractor, in the improvement and alteration, repair, maintenance, construction or the replacement or removal of any structure, or construction work or project, shall be no such addition or indebtedness hereby incurred and shall be immediately due and payable by the Mortgagor, with interest thereon at the rate specified in the Note.

If, without the prior written consent of the Mortgagor, following in any beneficiary of the Note a part shall be made, or consent to or approval of a part (or shall contract for or agree to) any conveyance, sale, assignment, lease, or alienation of any part of any real estate, or interest therein, (including without limitation any conditional interest), in each case whether any such conveyance, sale, assignment, lease or alienation is effected directly, indirectly, voluntarily or involuntarily, or violation of law or contract, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Mortgagee.

Mortgagor hereby irrevocably assigns any and all right or collection of such sale unless any other or better or more advantageous offer, on its own behalf and on behalf of each and any person or firm, any interest in or title to the premises subsequent to the date hereof.

ASSIGNMENT OF RIGHTS AND LIABILITIES

In order to further secure the indebtedness hereby secured, and as a part of the consideration of said assignment, the Mortgagor hereby assigns, transfers and conveys unto the Mortgagee, his heirs, assigns and assigns, all of the rent now due or which may hereafter become due and due, and by virtue of any lease, deed, or agreement, or any other source, or any agreement for the use and occupancy of all or any part of any real estate premises herein described which may have been heretofore or may hereafter be made or agreed to by the Mortgagor, or which may be made or agreed to by the Mortgagor under the power granted to it in this instrument, together with the interest on such rent and an absolute transfer of all claims or debts such lease and agreements and all the profits thereunder made and to be made.

The undersigned does hereby irrevocably authorize the said Mortgagee to manage the mortgaged premises, and further authorize the said Mortgagee to sue and collect the mortgaged premises, and to defend, according to its own discretion, and to bring a defence of any claim or demand with said premises in its own name or in the name of its assignee, and to do any legal matter, and to make such repairs to and on the said premises as it may deem proper or advisable, and to do anything in and about the mortgaged premises that the Mortgagee may do, hereby authorizing and ratifying anything and everything that the Mortgagee may do.

It is understood and agreed that the said Mortgagee shall have the power to use and employ said rents, issues and profits toward the payment of any present or future indebtedness or liabilities of the mortgagor to the said Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses of the premises and maintenance of the mortgaged premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing the mortgaged premises and collecting rents and the expense for such attorneys, agents and servants as may be reasonably necessary.

It is further understood and agreed that in the event of the exercise of this assignment, the Mortgagee will, upon demand of the Mortgagee, either directly to Mortgagee or through the assignee, pay to the mortgagor the portion of the mortgaged premises or premises, the Mortgagee at the prevailing rate per month for each square foot occupied. Failure on the part of the Mortgagee to promptly surrender possession or pay said rent on the first day of each and every month shall, in and of itself, constitute a forcible entry and detainer and the said Mortgagee may in its own name and without notice or demand, maintain an action of forcible entry and detainer and obtain possession of the mortgaged premises. This assignment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be

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continued as a covenant Runia, etc. The said, and said, continue in full force and effect until all of the indebtedness and liability of the Mortgagor to the said Mortgagee shall have been paid, and, at which time this assignment and liability shall terminate.

It is understood and agreed that the Mortgagee will not exercise its rights under this assignment until after default in any payment required by this Mortgage or after a breach of any of its covenants. The failure of said Mortgagee to exercise any right which it might otherwise have under this shall not be deemed a waiver by the said Mortgagee of its right of exercise hereunder.

INDEMNIFY SUBSTITUTIONS

Mortgagee covenants and warrants that the proceeds hereof shall be used, and never will be so long as this Mortgage remains in force on the premises, first for the redemption, manufacture, restora, to repair, improve, or lease or threaten to lease or any hazardous substance, or other work as defined in any applicable Federal or State laws, or regulations related pursuant to either of the foregoing. Mortgagee agrees to indemnify and hold harmless the Mortgagor against any and all claims and loss or damages from a breach of this provision of this Mortgage. This obligation to indemnify shall survive the payment of the indebtedness and satisfaction of this Mortgage.

The covenants herein shall bind, and the benefits and advantages shall inure, to the heirs, assigns, executors, administrators, successors, and assigns of the parties hereto. Moreover, all the singular number shall include the plural, the plural the singular, and the masculine gender shall include the feminine.

Witness the hand and seal of the Mortgagors, the day and year first written.

Alvin S. Baker
Alvin S. Baker

William H. Baker
William H. Baker

State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GERALD R. OLSON, Notary Public, and his wife, 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 their free and voluntary act, for the purposes and purposes therein set forth.

Given under my hand and official seal this 1st day of June, 1992.

Gerald R. Olson
Gerald R. Olson
(Notary Public)



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