

UNOFFICIAL COPY MORTGAGE

89269452

THIS INDENTURE WITNESSETH, That The Region Enterprises

("Mortgagors")

of Marion County, State of Indiana, MORTGAGE _____ and WARRANT _____ to MERCHANTS NATIONAL BANK & TRUST COMPANY OF INDIANAPOLIS ("Mortgagee") the following described real estate located in Cook County, Illinois

Common address _____ Calumet City 36 Illinois
(Street Address or R.R.) (City) (Twp.) (State)

The Legal Description as follows:

Lot 14 in River Oaks West Business Park, being a subdivision of part of the East 1/2 of Section 24, Township 36 North, Range 14, East of the third principal meridian, containing 6.04488 acres more or less, all in the City of Calumet City, Cook County, Illinois

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together with all rights, privileges, interests, easements, hereditaments, appurtenances, improvements and fixtures now or hereafter located upon or appertaining to such real estate (collectively referred to as the "Mortgaged Premises"), and all rents, issues, income and profits thereof, or secure the payment, when due of certain PROMISSORY ("NOTE(S)"),

dated June 6, 1989, in the sum of \$ 425,000.00

dated _____, 19____, in the sum of \$ _____ with interest and insurance,

dated _____, 19____, in the sum of \$ _____

with terms of payment as therein provided, or as extended or renewed, executed by Mortgagors to Mortgagee.

For the purpose of inducing the Mortgagee to make the loan hereby secured, the Mortgagor(s) represent to the Mortgagee, that Mortgagor is the owner in fee-simple of the premises herein mortgaged, that legal title thereto is free and clear from all incumbrances of whatsoever kind of nature, except current taxes and

that this mortgage is only other encumbrance on said premises; and that the mortgagors and each of them are of the full age of 18; and suffers no incapacity and have authority to execute this mortgage. Mortgagors jointly and severally covenant and agree with Mortgagee that:

FIRST. That the Mortgagor(s) will pay to the Mortgagee the sums of money above mentioned without relief from valuation or appraisal laws.

SECOND. That until said note(s), the interest thereon and all of said mortgage debt is paid in full, the mortgagor(s) shall take proper care of said real estate and the buildings thereon and neither commit waste nor allow waste to be committed, nor suffer anything to be done that will impair the value thereof or of the security hereby given, and the Mortgagor(s) shall keep all legal taxes and assessments against said real estate and the buildings thereon paid and keep and pay for fire and extended coverage insurance on said buildings in Insurance Companies approved by the Mortgagee against loss to the amount of \$ 300,000, loss if any payable to the Mortgagee as its interests may appear, the policies to be delivered to the Mortgagee; and on failure of the mortgagor(s) to pay such taxes or assessments or to procure such insurance and deliver said policies, the Mortgagee may, at its option, without notice, pay such taxes or assessments, either before or after the same become delinquent, or effect such insurance and the amount paid by the Mortgagee in so doing shall become a part of the debt secured hereby, together with interest thereon at the rate of eight percent, per annum.

THIRD. That upon failure to pay said principal note(s), or any of them at maturity, or upon failure to pay the interest thereon as and when the same becomes due and payable or upon failure to pay the taxes, assessments or insurance as hereinafter provided, or to do and perform any of the other provisions, conditions or agreements of this mortgage on the part of the mortgagor(s) to be performed and fulfilled, then the principal note(s) aforesaid, as well as all interest then in arrear, shall, at the option of the Mortgagee, without notice, become immediately due and payable and this mortgage may then be foreclosed.

That in the event of any default by the Mortgagor(s) hereunder, the Mortgagee shall, from the date of such default and as often as the same may occur, have the right to take possession of the mortgaged premises and to collect the rents, issues and profits therefrom and apply the same toward the payment of said principal note(s) interest and expenses thereon, or if this mortgage shall be foreclosed, shall have the right to have a Receiver appointed to take possession of and collect the rents and profits from the mortgaged premises during foreclosure proceedings and during the period of redemption. In the event of foreclosure, Mortgagee may continue the abstract of title to the Mortgaged Premises, or obtain other appropriate evidence of title or title insurance, and the cost thereof shall be added to the unpaid principal balance secured by this Mortgage.

FOURTH. Upon any default by Mortgagors under this Mortgage or in the payment when due of any amounts under the Note or this Mortgage, or if Mortgagors shall abandon the Mortgaged Premises, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for Mortgagors or for any part of the Mortgaged Premises, the entire indebtedness secured hereby shall, at the option of Mortgagee and without notice or demand, become immediately due and payable and this Mortgage may be foreclosed accordingly.

All rights and remedies of Mortgagee hereunder are cumulative and are in addition to and not in limitation of any rights or remedies which Mortgagee may otherwise have by law. No waiver of any default or failure or delay to exercise any right or remedy by Mortgagee shall operate as a waiver of any other default or of the same default in the future or as a waiver of any right or remedy with respect to the same or any other occurrence.

(over)

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FIFTH. If Mortgagors shall sell, assign or otherwise transfer ownership of the Mortgaged Premises or any part thereof without the prior written consent of Mortgagee, all indebtedness secured by this Mortgage shall, at the option of Mortgagee and without notice or demand, become immediately due and payable.

SIXTH. That all agreements of the Mortgagor or Mortgagors herein recited are made of the benefit of the Mortgagee and any assignee of this mortgage or of the debt aforesaid, or of any part thereof.

SEVENTH. That it is contemplated that the Mortgagee may make future advances to the Mortgagors, in which event this mortgage shall secure the payment of any and all future advances and of any additional amount, provided that at no time shall the total amount owed by the Mortgagors to this Mortgagee and secured by this mortgage from said Mortgagors to said Mortgagee, exceed the sum of \$ _____ and provided further that such future advances are equally secured and to the same extent as the amount originally advanced on the security of this mortgage. Such future advances, with interest thereon, shall be secured by this mortgage when evidenced by promissory notes or other evidence of indebtedness stating that said notes or other evidence of indebtedness are secured hereby. The Mortgagee at its option may accept a renewal note, or notes, at any time for any portion of the indebtedness hereby secured and may extend the time for the payment of any part of said indebtedness without affecting the security of this mortgage in any manner.

This Mortgage shall also secure the payment of any other liabilities, joint, several, direct, indirect, or otherwise, of Mortgagors to the holder of this Mortgage, when evidenced by promissory notes or other evidence of indebtedness stating that said notes or other evidence of indebtedness are secured hereby.

EIGHTH. All rights and obligations of Mortgagors hereunder shall be binding upon their heirs, successors, assigns and legal representatives and shall inure to the benefit of Mortgagee and its successors, assigns and legal representatives.

IN WITNESS WHEREOF, Mortgagors have executed this Mortgage on this 7th day of June, 1989.

The Region Enterprises, an Indiana General Partnership

Signature Charles F. Lieske

Printed By Charles F. Lieske, General Partner

Signature John P. Hildwein

Printed John P. Hildwein, General Partner

STATE OF Indiana

COUNTY OF Marion SS:

Signature Thomas E. O'Brien

Printed Thomas E. O'Brien, General Partner

Signature _____

Printed _____

(INDIVIDUALS OR PARTNERSHIP)

Before me, a Notary Public in and for said County and State, appeared Charles F. Lieske, John P. Hildwein and Thomas E. O'Brien

_____, each of whom, having been duly sworn, acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this 7th day of June, 1989.

County of Residence: Marion

My Commission Expires: 8-2-91

Signature Candi Lee Guilinger

Printed Candi Lee Guilinger

STATE OF _____ SS:

COUNTY OF _____

(CORPORATE)

Before me, a Notary Public in and for said County and State, appeared _____

and _____ respectively as _____ and _____

of _____ (an _____ Corporation) each of whom upon being duly sworn,

acknowledged the execution of the foregoing Mortgage.

Witness my hand and Notarial Seal this _____ day of _____, 19 _____

County of Residence: _____

My Commission Expires: _____

DEPT-01 \$12.00
Notary Public , (41555 TRAN 1157 06/14/89 13:38:00
Signature 4487 E * -89-269452
Printed COOK COUNTY RECORDER

This instrument prepared by DANIEL B. CRAIG AUF

89269452

RETURN TO
MERCHANTS NATIONAL BANK & TRUST CO.
Indianapolis, Indiana

MORTGAGE

TO
MERCHANTS NATIONAL BANK & TRUST CO.

RECEIVED FOR RECORD
the _____ day of _____, 19 _____
at _____ o'clock _____ M., and recorded
in Record _____ Page _____
Recorder of _____ County, Indiana.

89269452

3/2/91