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RECORDATION REQUESTED BY:

LARKIN BANK
2555 W. GOLF ROAD
HOFFMAN ESTATES, IL 60194

0 4 2 0 7 0 7

90420707



RECORDED MAIL TO:

LARKIN BANK
2555 W. GOLF ROAD
HOFFMAN ESTATES, IL 60194

SEND TAX NOTICES TO:

LARKIN BANK
2555 W. GOLF ROAD
HOFFMAN ESTATES, IL 60194

DEPT-01 RECORDING \$18.25
141111 TRAM 4886 05/29/90 11:20:00
6077 A *--90--420707
COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

CONSTRUCTION MORTGAGE

THIS MORTGAGE IS DATED AUGUST 9, 1990, between GEORGE ZANNIS, A MARRIED MAN, whose address is 1391 CHOKECHERRY DRIVE, ROCKFORD, IL 61108 (referred to below as "Grantor"); and LARKIN BANK, whose address is 2555 W. GOLF ROAD, HOFFMAN ESTATES, IL 60194 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

LOT 61 IN THE WOODS OF BARTLETT FINAL PLANNED UNIT DEVELOPMENT PLAN AND PLAT OF SUBDIVISION BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27 AND PART OF THE NORTHWEST 1/4 OF SECTION 34, ALL IN TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 26, 1989 AS DOCUMENT NUMBER 89508616 IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 443 TIMER RIDGE DRIVE, BARTLETT, IL 60103. The Real Property tax identification number is SEE ATTACHED

Grantor presently assigns to Lender in addition, Grantor grants to Lender

DEFINITIONS. The following word

- Grantor. The word "Grantor" 06-27-302-001
- Guarantor. The word "Guarantor" 06-27-302-003
- Improvements. The word "Improvements" 06-27-302-006
- structures, mobile homes affixed 06-27-302-007
- Indebtedness. The word "Indebtedness" 06-27-302-011
- Lender to discharge obligations 06-27-302-012
- interest on such amounts as provided 06-34-100-004
- Lender. The word "Lender" or 06-34-100-005
- Mortgage. The word "Mortgage" or 06-34-100-006
- interest provisions relating to the 06-34-100-007
- Note. The word "Note" means 06-34-100-008

Note. The word "Note" means a promissory note in the amount of \$275,000.00 from Grantor with substitutions for the promissory note currently in 10.000% per annum percentage point(s) over the prime rate. NOTICE: Under no circumstances shall the interest rate be higher than the rate shown below. THE NOTE CONTAINS A VARIATION

Personal Property. The word "Personal Property" means all personal property owned by Grantor, now or hereafter attached or affixed to, or hereafter attached or affixed to, for, any of such property; and the sale or other disposition of the

Property. The word "Property" means all real property and all personal property owned by Grantor, now or hereafter attached or affixed to, or hereafter attached or affixed to, for, any of such property; and the sale or other disposition of the

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other documents, whether now or hereafter existing, executed in connection with Grantor's indebtedness to Lender.

Rents. The word "Rents" means all rents, revenues, income, issues, and profits from the Property.

and all Rents from the Property. In

identification parties.

Improvements, fixtures, buildings, and other improvements on the Property.

Amounts expended or advanced by Lender under this Mortgage, together with interest thereon, and all other amounts due to Lender for this Mortgage.

Institution all assignments and security

Original principal amount of the Mortgage, including all encumbrances of, consolidations of, and substitutions for, and based upon an index. The index for the Mortgage shall be at a rate of 2.000% per annum in an initial rate of 12.000% per annum or more than (except for any applicable law. NOTICE TO GRANTOR:

Real property owned by Grantor, now or hereafter attached or affixed to, or hereafter attached or affixed to, for, any of such property; and all substitutions and refunds of premiums) from any

90420707

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Handwritten signature: 1800 [unclear]

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STATE OF ILLINOIS
DEPARTMENT OF REVENUE
OFFICE OF TAXATION

THE HARM MINISTRY, INC.
1000 N. LAUREL ST.
CHICAGO, ILL. 60610

OF RESOLUTION XAT 1000

AMOUNT OF
TAX DEDUCTION
FOR CHARITABLE CONTRIBUTIONS

Property of Cook County Clerk's Office

SECTION 170(e)(2)(B)
LIMITATION ON CHARITABLE CONTRIBUTION DEDUCTION

SECTION 170(e)(2)(C)
LIMITATION ON CHARITABLE CONTRIBUTION DEDUCTION

SECTION 170(e)(2)(D)
LIMITATION ON CHARITABLE CONTRIBUTION DEDUCTION

SECTION 170(e)(2)(E)
LIMITATION ON CHARITABLE CONTRIBUTION DEDUCTION

SECTION 170(e)(2)(F)
LIMITATION ON CHARITABLE CONTRIBUTION DEDUCTION

SECTION 170(e)(2)(G)
LIMITATION ON CHARITABLE CONTRIBUTION DEDUCTION

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1001 2011/02/04

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Granor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Granor's obligations under this Mortgage.

POSSESSION AND USE. Until in default, Granor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Granor shall maintain the Property in tenable condition and promptly perform all repairs and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. Granor represents and warrants to Lender that: (a) During the period of Granor's ownership of the Property, there has been no use, generation, manufacture, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property, (b) Granor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owner or occupant of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters. (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Granor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Granor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Granor or to any other person. The representations and warranties contained herein are based on Granor's due diligence in investigating the Property for hazardous waste. Granor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Granor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release, or threatened release occurring prior to Granor's ownership or interest in the Property, whether or not the same was or should have been known to Granor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Granor shall not cause, conduct or permit any nuisance, not comply with any laws, ordinances, or regulations of all governmental authorities applicable to the use or occupancy of the Property. Granor may contain in good faith any such law, ordinance, or regulation and without compliance during any proceeding, including appropriate appeals, so long as Granor has notified Lender in writing prior to doing so and so long as Lender's interests in the Property are not jeopardized. Lender may require Granor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Granor agrees neither to abandon nor leave unattended the Property. Granor shall do all other acts, in addition to those set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

CONSTRUCTION LOAN. This Mortgage constitutes a "construction mortgage" within the meaning of section 9-313 (1)(c) of the Illinois Uniform Commercial Code. If some or all of the proceeds of the loan creating the indebtedness are to be used to construct or complete construction of any improvements on the Property, the improvements shall be completed no later than the maturity date of the Note (or such earlier date as Lender may reasonably establish) and Granor shall pay in full all costs and expenses in connection with the work. Lender, at its option, may disburse loan proceeds under such terms and conditions as Lender may deem necessary to insure that the interest created by this Mortgage shall have priority over all possible liens, including those of material suppliers and workmen. Lender may require, among other things, that disbursement requests be supported by receipts by Lender or by other documents, including progress reports, and such other documentation as Lender may reasonably request.

DUE ON SALE - CONSENT BY LENDER. Lender may at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of real property or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of real property interest. If any Granor is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Granor. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage. Granor shall pay when due (and hereinafter shall pay when due) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on an account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Granor shall pay all taxes, including property taxes, in full when they are due or equal to the interest of Lender under this Mortgage, except for taxes and assessments not covered by a separate provision in the following paragraph.

Removal of Improvements. Granor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Granor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Granor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Granor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Granor may contain in good faith any such law, ordinance, or regulation and without compliance during any proceeding, including appropriate appeals, so long as Granor has notified Lender in writing prior to doing so and so long as Lender's interests in the Property are not jeopardized. Lender may require Granor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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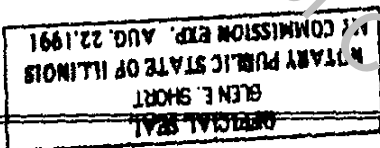
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Notary Public in and for the State of ILLINOIS

My commission expires

Residing at BARTLETT

Given under my hand and official seal this

9TH

day of AUGUST

1990

On this day before me, the undersigned Notary Public, personally appeared GEORGE ZANNIS, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

COUNTY OF COOK

1988

STATE OF ILLINOIS

INDIVIDUAL ACKNOWLEDGMENT

GLEN E. SHORT, 2555 W. GOLF ROAD, HOFFMAN ESTATES, ILLINOIS 60194

This Mortgage prepared by:

GEORGE ZANNIS

X

GRANTOR:

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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COOK COUNTY CLERK'S OFFICE
1221 S. WASHINGTON ST. CHICAGO, IL 60607
TEL: 312.603.1000
WWW.COOKCOUNTYIL.GOV

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