

# UNOFFICIAL COPY

MORTGAGE 0 4 7 9 2 1 3

90479215

THIS INDENTURE, made September 21, 1990, between Donald L. Bass, unmarried

(herein referred to as "Mortgagor") and Bank of Buffalo Grove, an Illinois banking corporation (herein referred to as "Mortgagee") witnesseth.

Fixed Rate Personal Time Note

THAT WHEREAS, Mortgagor has concurrently herewith executed a (herein referred to as the "Note")

bearing even date herewith in the principal sum of Eight Thousand Five Hundred\*\* \*\* \*\* \*\* and 00/100 Dollars (\$ 8,500.00) made payable to Mortgagee and delivered, in and by which Note, Mortgagor promises

to pay on or before March 26, 1991 the said principal sum with interest as set forth in the Note.

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal. All said principal and interest being made payable at the principal office of the Mortgagee in Buffalo Grove, Illinois.

NOW, THEREFORE the Mortgagor to secure the payment of the Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, together with interest and charges as therein provided, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do by these presents Mortgage and Warranty to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

EXHIBIT "A"

90479215

- DEPT-01 RECORDING \$16.00
- T45555 TRAN 6585 10/02/90 09:52:00
- 1007 E \*-90-479215
- COOK COUNTY RECORDER

UNIT NUMBER 23-58-L-C-1 IN THE ARLINGTON CLUB CONDOMINIUM AS DELINEATED ON THE SURVEY OF A PORTION OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE FINAL PLATS OF THE ARLINGTON CLUB UNIT 1, UNIT 2, UNIT 3 AND UNIT 4 SUBDIVISIONS OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF WHEELING, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLATS AND CERTIFICATES OF CORRECTIONS THERETO, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 11, 1985 AND KNOWN AS TRUST NUMBER 64050 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, ON JUNE 17, 1986 AS DOCUMENT NUMBER 86-245,994 TOGETHER WITH THE UNDIVIDED PERCENTAGE INTEREST APPURTENANT TO SAID UNIT IN THE PROPERTY DESCRIBED IN SAID DECLARATION OF CONDOMINIUM, AS AMENDED FROM TIME TO TIME, EXCEPTING THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION SURVEY, AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATIONS AS THOUGH CONVEYED THEREBY.

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the above described premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of the said obligations hereinbefore described, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

In addition, the Mortgagor covenants with the Mortgagee as follows:

- Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien

RETITLE SERVICES # 710-120

7-9

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF LAKE SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Donald L. Bass and \_\_\_\_\_, who are personally known to me to be the same person(s) whose name(s) (are) (is) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21st day of September, 19 90.

*Paul M. Romano*

My Commission Expires:

07/07/92



STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_ SS.

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ of \_\_\_\_\_

(name of corporation)

who are personally known to me to be one same person(s) whose names are subscribed to the foregoing instrument as \_\_\_\_\_ and \_\_\_\_\_ of said corporation appeared before me this day in person and

(title)

(title)

acknowledged that they signed the said instrument as their own free and voluntary act and the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Notary Public

My Commission Expires \_\_\_\_\_

THIS DOCUMENT PREPARED BY  
RECORD AND RETURN TO:

Paul M. Romano  
Bank of Buffalo Grove  
10 E. Dundee Rd.  
Buffalo Grove, IL 60089

ADDRESS OF PROPERTY:

1404 Ashton Court  
Wheeling, IL 60090

P.T.I. #



90479215

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien

In addition, the Mortgagee covenants with the Mortgagee as follows:

TO HAVE AND TO HOLD the above described premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of the said obligations herein- before described, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagee does hereby expressly release and waive.

It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixtures, and specifically but not by way of limitation all shades and awnings, screens and draperies, shrubbery, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plants, iceboxes, electric refrigerators, air condition- ing apparatus, cooking apparatus and appurtenances, and such other goods and chattels as may ever be furnished by a landlord in letting and operating an unfinished building, similar to any building now or hereafter standing on said premises, whether or not the same are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner whatsoever, which are now or hereafter to be used upon said described premises shall be conclusively deemed to be "fixtures", and an accession to the freehold and a part of the realty, whether affixed or annexed or not, and conveyed by this Mortgage, and all the estate, right, title or interest of the said Mortgagee in and to said premises, property, improvements, furniture, apparatus, furnishings and fixtures, are hereby expressly con- veyed, assigned and pledged, and as to any of the property aforesaid, which does not so form a part and parcel of the Real Estate or does not constitute a "fixture" as such term is defined in the Uniform Commercial Code. This Mortgage is hereby deemed to be as well a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagee hereby grants to the Mortgagee as Secured Party (as such term is defined in the Uniform Commercial Code).

TOGETHER with all improvements thereon situate and which may hereafter be erected or placed thereon, hereditaments and appur- tenances and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said premises.

which with the property hereinafter described, is referred to herein as the "premises".

6-11

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03-04-302-032-1424

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09:52:00  
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Sec Attached Exhibit "A"

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MORTGAGE 0479215

REI TITLE SERVICES # R10-120

Cook County Clerk's Office

UNOFFICIAL COPY

90479215

P.T.L. #

THIS DOCUMENT PREPARED BY  
RECORD AND RETURN TO:

Paul M. Romano  
Bank of Buffalo Grove  
10 E. Dundee Rd.  
Buffalo Grove, IL 60089

1404 Ashlon Court  
Wheeling, IL 60090

ADDRESS OF PROPERTY:

My Commission Expires:

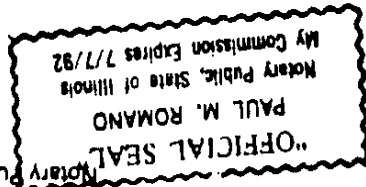
Notary Public

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ and \_\_\_\_\_ (name of corporation) who are personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument as \_\_\_\_\_ and \_\_\_\_\_ (title) of said corporation appeared before me this day in person and acknowledged that they signed the said instrument as their own free and voluntary act and the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_  
SS

My Commission Expires: 07/07/92



*Paul M. Romano*

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_ (name of corporation) who are personally known to me to be the same person(s) whose name(s) (are) (is) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that \_\_\_\_\_ the \_\_\_\_\_ signed and delivered the said instrument as \_\_\_\_\_ own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21st day of September, 19 90

STATE OF ILLINOIS  
COUNTY OF LAKE  
SS

Property of Cook County Clerk's Office

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10. Upon, or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the 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 during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, whether there be rents, issues, and profits, 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. 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: (1) the indebtedness secured hereby, or any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sales; (2) the deficiency in case of a sale and deficiency.

11. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

12. Mortgagor shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. As further security for payment of the indebtedness and performance of the obligations, covenants, and agreements secured hereby, the Mortgagor hereby assigns to the Mortgagee all leases already in existence and to be created in the future, together with all rents to become due and under existing or future leases. This assignment, however, shall be operative only in the event of the occurrence of a default hereunder, or under the Note or other instrument collateral hereto; and in any such case the Mortgagee hereby confers on the Mortgagee the exclusive power, to be used or not be used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Mortgagor, with power to take possession of, and collect all rents arising from, the Premises and apply such rents, at the option of the Mortgagee, to the payment of the mortgage debt, taxes, costs of maintenance, repairs, expenses incident to managing, and other expenses, in such order of priority as the Mortgagee may in its sole discretion determine, and to turn any balance remaining over to the Mortgagor; but such collection of rents shall not operate as an affirmation of the tenant or lease in the event the Mortgagor's title to the Premises should be acquired by the Mortgagee. The Mortgagee shall be liable to account only for rents and profits actually received by the Mortgagee. In exercising any of the powers contained in this section, the Mortgagee may also take possession of, and for those purposes use, any and all personal property contained in the Premises and used by the Mortgagor in the rental or leasing thereof or any part thereof.

14. In the event of default in the performance of any of the terms, covenants and agreements herein contained, the Mortgagor if he is the occupant of the premises or any part thereof, shall immediately surrender possession of the premises to the Mortgagee, and if Mortgagor shall be allowed to remain in possession, Mortgagor shall be as a tenant of the Mortgagee, and shall pay monthly, in advance to the Mortgagee a reasonable rental, and in the event Mortgagor defaults under such lease, Mortgagor may be dispossessed by the usual summary proceedings.

15. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagors or their assignee.

16. Mortgagee has no duty to examine the title, location, existence, or condition of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, and it may require indemnities satisfactory to it before exercising any power herein given.

17. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.


18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The use of any gender applies to all genders. If more than one party is named as the Mortgagor, the obligation hereunder of each such party is joint and several.

19. In the event of the passage after the date of this Mortgage of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the interest of Bank, then and in such event Mortgagor shall pay the full amount of such taxes.

20. Mortgagor shall not and will not apply for or avail itself of any homestead, appraisal, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagor, the trust estate, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illinois law.

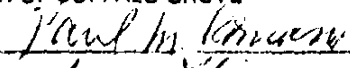
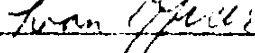
IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

INDIVIDUAL(S) SIGN BELOW

  
Name  
Donald L. Bass

SECURED PARTY:

BANK OF BUFFALO GROVE

By:   
Its: 

DEBTOR  
(CORPORATION OR PARTNERSHIP SIGN BELOW)

Name of Corporation or Partnership

By: \_\_\_\_\_  
Name and Title

By: \_\_\_\_\_  
Name and Title

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

50479215

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STATE OF ILLINOIS  
COUNTY OF LAKE SS.

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GIVEN under my hand and notarial seal, this 21st day of September, 19 90.

*Paul M. Romano*

My Commission Expires:  
07/07/92



STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_ SS.

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ of \_\_\_\_\_ (name of corporation) who are personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument as \_\_\_\_\_ and \_\_\_\_\_ of said corporation appeared before me this day in person and acknowledged that they signed the said instrument as their own free and voluntary act and the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

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Buffalo Grove, IL 60089

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Wheeling, IL 60090

30479215



Property of Cook County Clerks Office