

UNOFFICIAL COPY

Mortgage
(Commercial)

OLD KENT BANK NA

90552809

THIS MORTGAGE is made on the 8TH day of NOVEMBER, 19 90, between

JOAN PORTILLO, A MARRIED WOMAN

as Mortgagor, and OLD KENT BANK NA, a national banking association, of 105 South York Street, Elmhurst, Illinois, as mortgagee ("Bank").

FOR VALUE RECEIVED, Mortgagor mortgages and warrants to Bank lands located in the VILLAGE of SCHILLER PARK, County of COOK, State of Illinois, described as follows:

LOTS 3, 4, 5, 6, AND 7 IN VOLK BROTHERS THIRD ADDITION TO SCHILLER PARK BEING A SUBDIVISION OF PART OF LOT 2 IN SUBDIVISION OF THE SOUTH WEST FRACTIONAL SECTION 15, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO THAT PART OF THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE WISCONSIN CENTRAL RAILROAD RIGHT OF WAY ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 8201231 IN COOK COUNTY, ILLINOIS.

P. I. N. # LOT 3/ #12-15-303-013 5/ #12-15-303-015
4/ #12-15-303-014 6 & 7/ 12-15-303-016

COMMON ADDRESS: 4318 RIVER ROAD, SCHILLER PARK IL

DEPT-D1 RECORDING \$15.25
T#5555 TRAN 9519 11/13/90 11:23:00
#8104 \$ E * -90-552809
COOK COUNTY RECORDER

together with all buildings, structures and other improvements now and hereafter located thereon and all easements, hereditaments, and appurtenances now or hereafter belonging thereto and the rents, income, and profits therefrom and all fixtures now or hereafter attached to or used in connection therewith, and all machinery, including boilers, elevators, and plumbing, heating, air-conditioning, and ventilating equipment now or hereafter located thereon, which shall be deemed to be fixtures and a part of the realty, all of the foregoing being collectively referred to herein as the "premises".

THIS MORTGAGE IS MADE AND GIVEN TO SECURE PAYMENT AND PERFORMANCE OF ALL INDEBTEDNESS AND OBLIGATIONS NOW AND HEREAFTER OWING BY MORTGAGOR TO BANK, including all obligations of Mortgagor under this Mortgage and all indebtedness and obligations now and hereafter owing to Bank that are evidenced by any instruments, documents and agreements that have been executed by another person or persons, including any and all extensions, renewals and modifications thereof. The indebtedness and obligations secured by this Mortgage are collectively referred to in this Mortgage as the "Indebtedness." If Mortgagor is more than one person, the Indebtedness includes all indebtedness and obligations now and hereafter owing to Bank by any one or more of such persons, regardless of whether the remaining person or persons are not liable for such indebtedness and obligations or whether one or more persons other than Mortgagor are also liable for such indebtedness and obligations. The indebtedness and obligations now owing by Mortgagor to Bank include, BUT ARE NOT NECESSARILY LIMITED TO, the indebtedness and obligations evidenced by any instruments, documents and agreements listed below:

Instrument/ Document or Agreement	Date	Principal Amount	Interest Rate	Payment Schedule	Scheduled Maturity	Maker (if other etc.)
PROMISSORY NOTE	11/9/90	\$200,000.00	11.00% (FIXED)	INTEREST ONLY DUE MONTHLY COMMENCING 12/1/90	5/1/91	

This Mortgage secures all present and future indebtedness and obligations now and hereafter owing to Bank, regardless of whether any such indebtedness or obligation is (a) not listed above, (b) not presently incurred or contemplated by Bank or Mortgagor, (c) indirect, contingent or secondary, (d) unrelated to the premises or to any financing of the premises by Bank, (e) of a kind or class that is different from any indebtedness or obligation now owing to Bank by Mortgagor, or (f) evidenced by a note or other document that does not refer to this Mortgage.

Mortgagor further warrants, represents, and agrees as follows:

1. **Payment of Indebtedness.** Mortgagor agrees to pay or perform all of the Indebtedness, including all interest thereon, in accordance with the terms of the instruments, documents, or agreements evidencing the same ("Instruments").

2. **Warranties.** Mortgagor warrants and represents to Bank that all financial statements and other information concerning Mortgagor, the premises, and any guarantor of the Indebtedness, heretofore or hereafter furnished to Bank, are and shall be true and correct in all material respects; that the execution, delivery, and performance of this Mortgage by Mortgagor will not violate any law, rule, judgment, order, agreement or instrument binding upon Mortgagor nor require the approval of any public authority or any third party; and that this Mortgage constitutes the valid and binding obligation of Mortgagor, enforceable in accordance with its terms. If Mortgagor is a corporation, partnership, association, trust or other entity, Mortgagor further represents and warrants to Bank that Mortgagor is duly organized and validly existing in good standing in the State of Illinois or other state of incorporation, Registration, Formation or Location; that Mortgagor has full power and authority to carry on its business as presently conducted and to enter into and perform its obligations under this Mortgage; that the execution, delivery, and performance hereof by Mortgagor have been duly authorized by all necessary action of its board of directors, trustees or other governing body and will not violate Mortgagor's articles or certificate of incorporation, bylaws, partnership agreement, articles of association, trust agreement or other governing instrument, nor require the approval of its shareholders or members.

3. **Assignment of Interest as Lessee or Purchaser.** Mortgagor hereby assigns and mortgages to Bank, as additional security for the Indebtedness, all of Mortgagor's right, title, and interest in and to any and all leases, land contracts, or other agreements by which Mortgagor

1525

First American Title Order # C36349 New 6/29/90

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MORTGAGE

LOAN NO. _____

Return to:

OLD KENT BANK NA

Elmhurst, Illinois 60126

ATTN: LEE L. RODRIGUEZ
PRIVATE BANKING



Property of Cook County Clerk's Office

CLIFFORD SCOTT-RUDNICK
105 South York Street, Elmhurst, Illinois 60126

This instrument prepared by:

My commission expires:

Notary Public:

County, Illinois:

(type of entity)

on its behalf

By _____ the _____ of _____

The foregoing Mortgage was acknowledged before me this _____ day of _____ 19____

STATE OF ILLINOIS)
COUNTY OF _____) ss

OFFICIAL SEAL
Maureen R. Pawluch
Notary Public, State of Illinois
My Commission Expires 11/18/91

My commission expires:

Notary Public, *De Lage DuPage* County, Illinois:

Maureen R. Pawluch

STATE OF ILLINOIS)
COUNTY OF _____) ss

The foregoing Mortgage was acknowledged before me this _____ day of _____ 19____

Maureen R. Pawluch

By _____

And by _____

Its _____

Its _____

Non-Individual Mortgagor:

JOAN FORTILLO

(Individual Mortgagor(s))

Witnesses:

IN WITNESS WHEREOF, Mortgagor and Bank have executed this Mortgage as of the date first written above.