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MORTGAGE

90207830

April 26 . 19 90 THIS MORTGAGE made between PARKWAY BANK AND TRUST, as Trustee under a Trust Agreement dated 1/23/89 and whose current address Trust No. 9159

Herein referred to as "Mortgagor" and Westbank/Will County
Corporation, having its principal office at Joliet, Illinois, herein referred to as "Mortgagee." WITNESSETH

and 00/100 Dollars promissory note(s), herein referred to as "Note", of even date herewith executed by Mortgagor, made payable to the order of and delivered to the Mortgagee, whereby the Mortgagor promises to pay the said principal sum with interest thereon, from date, at the rate set forth therein, in installments as set forth therein at the office of the Mortgagee aforesaid or at such other place as may be designated in writing by the legal holder thereof, until the entire principal and interest have been paid, but in any event, the principal balance (if any) remaining unpaid plus accrued interest shall be due and payable on the 26th. _, 19**91** April

A. GRANT Now therefore, in consideration of the sum of TFN AND NO/100THS (\$10.00) DOLLARS, the receipt whereof is hereby acknowledged, the Grantor does hereby convey mortgage and warrant unto said Mortgagee, its successors and assigns the following described (ext estate, and all its estate, right, title and interest therein, situated in the County of - Cook in the State of Illino's to have and to hold unto said Mortgagee for the uses and purposes herein set forth:

See Attached Exhibit "A" for Legal Description

DEPT-01 RECORDING \$16. T03333 TRAN 6023 05/04/90 14:29:00 #-90-207830 COOK COUNTY RECORDER

90207830

which, together with all of Mortagor's rights, titles and interegis in all the improvements now or hereafter erected on said real estate, and all easements, rights, appurtenance, rents, royalties, mine als, oil and gas rights and profits, water, and water rights, hereinafter referred to collectively as "premises"; and as to all screens, storr, apors and windows, and awnings, venetian blinds, shades, rods, floor coverings including carpets and lindleum, water heaters and of cenera, light fixtures, stoves and ranges, dishwashers, garbage disposals, incinerators, refrigerators, and any additional thing now or neglafter therein, the furnishing of which by lessors to lessees is or becomes customary and all apparatus, equipment, fixtures or articles used to supply or distribute the heat, gas, air, air conditioning, water, power, light and electricity, this Mortgage is hereby the median to be as well a security agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted to the Mortgagee as secured party.

B. INSTRUMENTS AND COVENANTS SECURED. Said grant is made:

1. Note. To secure payment of the above-mentioned promissory note bearing even date herewith-

Performance. For the purpose of securing the performance of the covingents, promises and agreements herein and in the Loan Commitment Letter contained; and

3. Other Obligations. For the further purpose, except that this further purpose clause shall not be applicable or enforceable where the above described real estate is used or is expected to be used at 2... time of execution of this Mortgage as the principal residence of the Mortgagor, or is used or is expected to be used as the principal residence of the Mortgagor at the time of consummation of any credit transaction included within said further purpose clause falless agreed otherwise at the time of consummation, advances and any and all sums, indebtedness, liabilities of any and every kind any or hereafter owing and to become due from the Mortgagor to the Mortgagee or to the holder of said note, or to the Assigi ce of the said Mortgagee during the term of this Mortgage, howsoever created, incurred, evidenced, acquired or arising, whether make the said note or under any other instrument, obligation, contract, agreement, or dealing of any and every kind now or bereafter existing or entered into between the Mortgagor, either individually, jointly, or jointly and severally, and the Mortgagee of the holder of the note or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said note and in any other agreements had by and between the parties herein, and including all present and future indebted ness neutred or arising by reason of a guarantee to the said Mortgagee or holder of said note by the said Mortgager, either individually, jointly or jointly and severally, of present or future indebtedness or obligations of third parties to the said Mortgagee or holder of said note, and of present and future indebtedness originally owing by the Mortgagor either individually, jointly or jointly and severally, to third parties and assigned by said third parties to said Mortgagee or holder of said note, and any and all renewals, advances, or extensions of any of the foregoing, the foregoing and said note herein collectively called the indebtedness, and further to secure the prompt and faithful performance and observance by the Mortgagor either individually, jointly, or jointly and severally of all terms, undertakings, covenants, and conditions by the Mortgagor to be kept, observed, or performed under or according to the provisions of any and all other instruments, obligations, contracts, or agreements entered or to be entered in the future between the said Mortgagor either individually, jointly or jointly and severally, and the said Mortsee or holder of said note.

C. GRANTOR'S COVENANTS: Grantor covenants, promises, and agrees:

1. Payment of Indebtedness. To pay said indebtedness and the interest thereon as herein and in said notes, instruments, obligations, contracts, agreements or dealings provided;

Tax and Insurance Payments. To pay to the Mortgagee, if required by Mortgagee in addition to the monthly installments of principal and interest due under the terms of the Note and concurrently therewith, monthly until the Note is paid, the following

(a) A sum equal to all taxes and assessments, next due on the premises (all as estimated by the Mortgagee), divided by the number of months to elapse concurrent with the month when such taxes and assessments will become delinquant.

(b) A sum equal to an installment of the premium or premiums that will become due and payable to renew the insurance as required by paragraph 4 hereof. Each of such installments shall be in an amount which, by the payment of approximately equal installments, will result in there accumulating in the hands of the depositary a sufficient amount to pay renewal premiums upon such policies of insurance, prior to the expiration date or dates of the policy or policies to be renewed.

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ames are subscribed to the foregoing instrument as such Vice-President-Trust Machymetische tespeciively, appeared before me this day in person and acknowledge- deliverted the foregoing instrument as their own free and vortposes therein set forth): of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth): The the component seal of their acknowledged that he, as custodian of the corporate sockerptische then and their acknowledged that he, as outsodian of the corporate if it the corporate seal of said Bank to said instrument as his own free and voluntary voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein	POSSESSE And ACCOMMENTATION OF THE PROPERTY OF	no management of the control of the		
Cot Parkway Bank and Trust Company, who are personally known to me to be the	PROPERTY OF THE PROPERTY OF TH	R¥		
for said County, in the State aforesaid, Do Hereby Certify, that anne Dupass Asst. Vice-President-Trust Officer			.22	COUNTY OF COOK
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AZ VICE-PALSIDENT-TRUST OFFICER	777	/AB		
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be guaranton; if any MPANY, not personally but as Trustee; a more staid has caused these presents to be MPANY, not personally but as Trustee; a more staid on a first first enum affixed and attested by its Assistant bice President, the day and year first	OD TRUST GNA :	ARKWAY BANK	я новив	and in said note provide IN WITNESS WH Signed by its Vice-Presi
and agreed that ending feece (or in soil noise contained shall) be construed as creating FRUST COMP 8.55 (a) (c) opay the said noise or any interest that may accrue interther express or implied it ere a contained, all such liability, if any, being expressly for eccurity hereunder, and that so libt is the First Purty and its successors and said the tegal holder or holders of aud it is and the owners or owners of any indebted nees that effect on tholders of the contourner of the owners of any indebted nees and municity for any properties.	aqi io) pasasioo siqa. -paulaanoa similigi ia idasidoa similinga ia L CNN NNH IVO poolsiapun (jesaids)	i i) bina Unamunien QARA 9 bina no 10 o) 30 mabinuarañ gin Iluarañ 10 mon noa Iluarañ 10 mon noa Iluarañ 20 maigraf Ilan (20 maigraf)	contents of the contents of th	ool Alionthum punchand bus and no giddad yn Bardabur yngon noaist AKAR (A WAR) CARACA ACARACA Turanan noaist Turanan noaist Turananan noaist Turanan noaist
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hereby, all in accordance with the application and loan co nin fment issued in connection with this transaction.

24. Appurtenant Covenants, that all the covenants hereor shall run with the land.

25. Construction of an improvement on the above described property including the acquisition cost of the land.

26. Waive of Homestead. Mortgagor hereby waives and releases all right under and by virtue of any Homestead Laws.

defining or functions and secope or steady paragraphs are no convenence only and are not so constituted as of controlled any way, the scope or steady of the provisions between the controlled any options, or function is a specifically agreed "list times, it is specifically agreed "list times, any option granted to the Mortgage courted hereby, is not required to the Mortgage secures any option granted to the Mortgage form the list of times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from the extension of any and all loan commissions, service charges and dispusses, and advances due to of presented in dispuspers, and advances due to of presented in commercial manifolds transaction with this innaction with the insurance with the application and loan count insurance.

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all persons claiming under or this digit Mortgager, and the word "Mortgager" when used herein shall include all such persons and all provisions had been used herein shall include the payment of the indeptedness of any part thereof, whether or not such persons shall have executed the Nortgage. The word "Mortgager" when used herein shall include the successors and assigns of the Mortgager harmon or this Mortgager and include the successors and assigns of the Mortgager in united for the plant. In word the plant, and the pile holder or not such persons and assigns of the Mortgager shall include the plant, and the pile of the plant, and the use of any gender shall include the plant, and the plant, and the use of any secured hereing the include the plant, and the plant, and the use of the plant, and the lates of the plant include the lates of the plant, and the lates of the plant include the lates of the lates of the plant include the lates of the lates of the plant include the lates of the lates of the plant include the lates of the

and payment also reams located in Illinois, the Mortgage and the rights and indebtedness hereby secured shall be construed and ρα ζουτίκο οι κακα τητά τόμο το ακτλήσειο με που μου με μου με μου με βίατο οι Πυποίε, από της μίασο οι κοπίτας τ Βιαί κου εκτίτικο συν κατο ποιοκό ποι που καταπάτα

οι γόμος! Ημυσές οι απόμου δράςς δράσει να επίμαι δράς! Μετάς οι μολικά το κατιμός ακείθησες το μέσει το το μοστάς. and the market thereof earlied mail to the Mortgagor at the mortgaged premises and to the Mortgagor at the business address 18. Morice, Any notice which either party hereto may desire or he required to give other party shall be in merting

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βαιμεθαι το βαιτοσήμε τουμέν φαε βαίμετει έντη ποιμένε. Κίποδο αι το νέει τε πρόεμενε Κροάιου το πιβώ τομίο Κίσνο συ рив (до<mark>таган) иотплажа авкы (доваан) тиашявин тахолаг Авш Куатан ратож попундностанно Агахо 40 рив Куатан ратож</mark> secured hereby which arises upon default in payment.

1. Cumulative Remedies, That the rights and remedies herein provided are cumulative and that the holder of the Sore had

partial payments alone shall not in any was affect or resemb acceleration of inalurity except as may be provided by the partial payments alone shall not in one or more parcels.

1. Partial Sales, that in case of any forcelosure sale of said premises, the same may be sold in one or more parcels.

2. Post Maturity Raite, the term post inalurity rate is deemed to mean inferest at the rate specified in the Sore provinced at the post manurity rate, funct, an principal and interest remaining unpaid on the 2016, fourth, any overpius to Mortgagot, its successors or assignst, as their rights may appear.

• Sumacceleration: I hat the fadure of the Mortgagee to exercise the option for acceleration of maturity and/or foreclosure following any default as alonesaid or to exercise any other option granted to the Mortgagee freeunder in any one or more implanted in any default as alonesaid or to exercise any other option granted in manurity, once affect the grace period, if any, but such option shall short and acceptance of any Mortgagee, be provided by written at manurity, once claimed by the Mortgagee, but the tender and any option of Mortgagee, but the tender and acceptance of the Mortgagee, but the tender and acceptance of the tender and acceptance of the tender and acceptance of the tenders and acceptance of the tenders are provided by any the first of the provided by the first of the provided by the first of the tender and acceptance of the first of the provided by the first or treatment as man are diversing to the first of the provided by the first of the provided by the first or the first of th

d. Application of Proceeds. The proceeds of any toreclosure sale of the premises shall be distributed and applied in the billowing order of priority furst, on account of all costs and expenses incident to the foreclosure proceeding all such items as are mentioned in the paragraph 16b, hereoft, second, all other items which under the terms including all such items as are mentioned in the paragraph 16b, hereoft by the Note, with interest therein as therein provided at the post maturity rate, third, all principal and interest termaning unpaid on the Note, fourth, any overplus to Mortelled in the passing as their thirds are presented in the post maturity tale of their public may appear to the post maturity and interest termaning unpaid on the post maturity and interest termaning unpaid.

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Said sums shall be the absolute property of the Mortgagee. At no time shall the sums be deemed to be held in trust for the Mortgagor. Said sums shall not accrue nor shall any obligation arise for the payment of interest thereon or for the sharing of the profits thereof. Mortgagor shall have no right in said sums, other than the contractual right to have said sums made available for application to the payment of taxes, assessments, and insurance, provided Mortgagor shall not then be in default. In the event of a default in any of the provisions contained in this Mortgage, the indebtedness, or any documents securing said indebtedness, the Mortgagee may at its option, without being required to do so, apply said sums on any of the Mortgagor's obligations herein or therein, in such order and manner as Mortgagee elects. If the funds so deposited are insufficient to pay all taxes, assessments, and premiums when due, the Mortgagor shall within ten (10) days after receipt of demand therefor deposit such additional sum, as may be necessary to pay such taxes, assessments, and premiums. Said sums shall be added together with the payments required to be made under the Note secured hereby, and shall be applied first to interest due, then towards tax and insurance payments, and then towards principal. Said sums shall not be subject to the directions or control of the Mortgagor. Mortgagee shall not be liable for any failure to apply any of said sums toward insurance premiums, taxes, or assessments. When the indebtedness secured hereby has been fully paid, any amount of said sums remaining shall be paid to Mortgagor or the then owner or owners of the premises.

3. Taxes. To pay before any penalty attaches all taxes, and assessments against the premises when due, and shall, turnish

to Mortgagee duplicate receipts therefor within thirty days after payment thereof.

4. Insurance. To keep the improvements now existing or hereafter erected on the premises, insured against loss or damage resulting from fire, windstorm and other hazards, as may be reasonably required by Mortgagee normally insured under the standard Extended Coverage Endorsement, and to pay promptly, when due, any premiums on such insurance. All insurance shall be in form and content as approved by the Mortgagee and shall be earried in companies approved by the Mortgagee and the policies and received to certificates evidencing same), marked "PAID," said be delivered to the Mortgagee before the expiration of the oil policies and shall have attached thereto standard non-contributing mortgage clause(s) (in favor of and entitling the Mortgage to collect any and all of the proceeds payable under all such insurance), as well as standard waiver of subrogation endorsement, all to be in form and content acceptable to the Mortgagee. Mortgagor shall not carry separate event of a change in owneiship or of occupancy of the premises, immediate notice thereof by mail shall be delivered to all insurers. In the event of loss Mortgagor will give immediate notice by mail to the Mortgagee. The Mortgagor hereby authorizes the Mortgagee, at Mortgager's option, to adjust, and compromise, any losses under any of the insurance aforesaid and after deducting costs of collection to apply the proceeds at its option, as follows: (a) as a credit upon any portion of the indebtedness secured hereby or (b) to restoring the improvements in which event the Mortgage shall not be obligated to see to the proper application thereof no shall the amount so released or used be deemed a payment on the indebtedness secured hereby, or (c) to deliver same to the Mortgagor. In the event of foreclosure of this Mortgage, or other transfer of title to the realty encumbered hereby in extinguishmen of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force, shall pass to the purchaser or grant

insurance, in such amount, as it may determine.

5. Preservation of Value. That no building or other improvement on the premises shall be altered, removed, or demolished nor shall any fixtures or appliances or, in or about said buildings or improvements be severed, removed, or mortgaged, without the consent of Mortgagee and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property or cared hereby, the same shall be replaced promptly by similar fixtures, chattels and articles of personal property at least equal in challity and condition as those replaced, free from any security interest in or encumbrance thereon or reservation of title thereto, to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof; to keep aid maintain said premises and every part thereof in good repair and condition; to effect such repairs as the Mortgagee may reasonably require and from time to time to make all needful and proper replacements and additions so that said buildings, fixtures, nachinery and appurtenances will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed; to comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the said premises or which have been granted to or contracted for by Mortgagor in connection with any

existing or presently contemplated use of the said premises.

6. Mechanic Lien. That the Mortgagor will not create, suffer or permit to be created or filed against the premises, any mortgage lien or other lien superior to the lien of this Mortgage. The Mortgagor may contest any lien claim arising from any work performed, material furnished or obligations incurred by Mortgagor upon curnishing Mortgagee indemnification satisfactory to Mortgagee for the final payment and discharge thereof. That Mortgagor will give immediate notice by mail to

Mortgagee of any conveyance, transfer or change of ownership or of occupancy of the pre-m ses

7. Payoff of Other Liens. That Mortgagee, is hereby authorized to make any payment c. advance in the place and stead of the Mortgagor relating to taxes, assessments, water rates, sewer rentals and other governmental or municipal charges, fines, impositions, or liens asserted against the premises and may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or relating to any apparent or the configuration of into the validity of any not enumerated in this paragraph, whenever, in its judgment and discretion, such advance or advances shall seem necessary or desirable to protect the full security intended to be created by this instrument, and provided further that in connection with any such advance, Mortgagee, at its option, may and is hereby authorized to obtain a continuation report of the prepared by a secured hereby.

8. Condemnation. Mortgagor agrees that any and all awards heretofore or hereafter made or to be made to the present and all subsequent owners of the premises, by any governmental or other lawful authority for taking, by condemnation or eminent domain, the whole or any part of said premises or any building located thereon or any easement therein or appurtenant thereto (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, which awards Mortgagee is hereby authorized to collect and receive from such authorities, and to give appropriate receipts and acquittances therefore, and at said Mortgagee's option, to apply the same toward the payment of the amount owing on account of the indebtedness secured hereby and Mortgagor convenants and agrees that Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any proceedings under condemnation or eminent domain, affecting all or any part of the said premises including severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute and deliver to Mortgagee at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignment and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding.

 Inspection. That the Mortgagor and all subsequent owners of the premises shall permit the Mortgagee or its representatives to inspect the premises from time to time, at normal business hours, and as frequently as Mortgagee considers

reasonable.

10. Assignment of Rents. That all right, title and interest of the Mortgagor in and to all present leases affecting the premises, and including and together with any and all future leases upon all or any part of the premises, and together with all of the rents, income, receipts, revenues, issues and profits from or due or arising out of the premises have been transferred and assigned simultaneously herewith to the Mortgagee as further security for the payment of said indebtedness under provisions of a certain instrument captioned Assignment of Rents, of even date herewith, executed by Mortgagor and which may be recorded simultaneously herewith, the terms, covenants and conditions of which are hereby expressly incorporated herein by reference and made a nart hereof, with the same force and effect as though the same were more particularly set forth herein.

reference and made a part hereof, with the same force and effect as though the same were more particularly set forth herein.

1). Illegality. That nothing herein contained nor any transaction related thereto shall be construed or shall so operate either presently or prospectively, (a) to require Mortgagor to pay interest at a rate greater than is now lawful in such case to

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shall in no manner prevent or retard the collection of said debt by foreclosure otherwise. 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 sale, (ii) the deficiency in case of sale and deficiency. Any such proceedings payment in whole or in part of (i) the indebtedness secured hereby or by any decree foreclosing this Mortgage, or any or are useful 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 whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in whole of the court from time to time may authorize the receiver to apply the net income in his hands in whole of the receiver to apply the period. of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary further times when the mortgagor, its heirs, adminustrators, executors, successors or assigns, except for the intervention deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any application, appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, and without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without tegard to the payment of the indebtedness secured hereby and without togated to the person or persons, if any, liable for the payment of the indebtedness secured hereby and without bond being required of the permises or whether the same shall have the power to take possession, control and care of said premises and to collect the representation in the said premises and to collect the representation in the said premises and to collect the results, itself the power to take possession, control and care of said premises and to collect the region profits of said premises and profits of said premises of a sale and deficiency, during the take possession of redemption, whether there be redemption or not, as well as during any deficiency, during the till slatutory period of redemption, whether there be redemption or not, as well as during any terest thereon at the post maturity tate and shall be secured by this Mortgage, this Mortgage, the court may, upon c. Receiver. Con or at any time after the filing of any bill to foreclose this Mortgage, the court may, upon

ditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the pro-tection of said premises and the maintenance of the lien of this Mortgage, including the fees of any corresponding affecting this Mortgage, including the fees of any commencement or Mortgagee in any intigation or proceeding affecting this Mortgage, the Mote of in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with inrespect to title as Mortgagee may deem reasonably necessary either to presente such such and of the prideres at attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree). I producing all such abstracts of title, title searches and essurances with of title, title searches and examinations, title insurance policies, fortens certificates, and sir file data and assurances with high not constitute a waiver of the right to exercise the same at any other time.

b. Foreelosure Expense. In any suit to foreelose the lien hereof or enforce. To other remedy of the Mortgages under this Mortgage or the Mote and expenses which may be paid or incurred by or on helpalf of Mortgages for other judgment or decree, all expenditures and expenses which may be paid or incurred by or on helpalf of Mortgages for other judgment or decree, all expenditures and expenses which may be paid or incurred.

by any Mortgagor is impaired, then upon the occurrence of any of said events, the whole indebtedness secured hereby shall, at the option of the Mortgagee and without notice to Mortgagee Mortgagee may proceed to forelose this Mortgagee by Hudicial proceedings according to the Statutes in such case prov a a, and any failure to exercise said option and not the continue a waiver of the right to exercise the same at any other time. and an entire transfer of the death of any Mortgagor. (2) the entry of alsoperty of the first of the following shall occur. (1) the death of any Mortgages deeming thall occur. (1) the death of any Mortgages of hquidator of all of its property of the first thereof. Or if the following shall occur. (1) the the Mortegage is a first of a state of the majority of the majority of the Mortegago shall be admitted to state of the Mortegago of the major of the Mortegago of the major particle of a final property of the Mortegago of the Mortegago of the major particle of a final major of the major particle of a final major of the Mortegago of the Mortegago of the Mortegago of the major of the major of the major of the Mortegago of the Mort banktuptey under the Federal Banktuptey Act or any smillar law, state or federal, whether now or heteafter existing, or any installment thereot, or of any other teem constant or condition in this Mortgago state of any other form or condition in this Mortgago state of any other form or sold most, or if the Mortgago shall file a petition in voluntary or training in the Mortgago shall file a petition in voluntary. to to 'Aquity painton with predicting for mounted only in adrighted to be added in the contraction of the co

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perior many accurrent requires the mortgagor many form and manner deemed expedient, and many, but need for the most soft ments of principal or interest on prior encumbiances, if any, and purchase, dischaffer, compromise or selfler any law partial payments of interesting said premises or confess here or tofter prior tien or interest, and for any of the purpose herein authorized and all expenses paid or incurred in connection therefore the more paid for any of the purpose herein authorized and all expenses paid or incurred in connection the including aft, needs and any other morely advanced by Mortgagee to protect the premises and the incurred in hereof, shall be so much addition as into the premises and the more and with increase thereof as a mainter of mortgagee. The more and many interest thereon at the rost maturity rate, inaction of Mortgagee shall never be considered as a waiver of any including to it on account of any defiult in the part of Mortgagee.

any other default then made or any subsequent detault to a furgiation Expenses, including reasonable attorneys level and expenses, including reasonable attorneys level and executed, continuation of abstract and preparation of survey, incurred by reason of any action, suit, proceeding, but including but not binuted to condemnation, bankruptey, probate and administration proceedings, as one other of application before any court or administration, bankruptey, probate and administration proceedings, as one other of application before any court or administration, bankruptey, probate and administration proceedings, as one other of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary, to detect a uphold the terms of and the len created by this Mortgage, and all money paid or expended by Mortgage in that regard, to detect a uphold the terms of and the len created by this Mortgage or the said Note shall be so much additional indices secured hereby and shall be immediately and without notice due and payable by Mortgagor.

[5] Right of Mergager to Perform, in case of default herein, Mortgager may, but need not, make any partners of payment of the length of Mortgager in that regarder of Mortgager in any form and manner deemed expedient, and may, but need not, make full of partners of principal of interest on prior encounbiances, if any, and purchase, discharge, compromise or settle any fairth partners of principal of interest on prior encounbiances, if any, and purchase, discharge, compromise or settle any fairth partners of principal of interest on prior encounbiances, if any, and purchase, discharge, compromise or settle any fairth

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when the first of the state of the state of the section of the sec additional security for the payment thereof, (d) waives or fails to exercise any right granted herein or in said Note, said act or indebtedness scutted hereby (b) grades an extension of time for any paraments of the debt secured hereby (c) takes other or And not appeal nostand and to moting pagersoap. Crimoas and to find and the spiesarole secsoscape (e) abandaring, and mass out all

rial bias of footbus si teororic florid & vitinous bias in reordini gna unical social fla 6. Atti oili remain ed consid andebredues secured hereby a Such agreement shall not, in any years or impair the ben bereat, but shall extend the hen undebteding of harmy and interest in the security described herein to extend the time for payantin of any part of all of the pirs no pairstigo. Curd. Sur tiu saasie sem pur (pascaja) spsaidsa jou sumaas ay, jo jurd sur nedn (appir ai q pirdun aumitemaa ssaupaaqaput aqi io maaxa jini aqi oo taabaayiy siqi to naq aqi io xitosid aqi autiyatii xew xur ur aosqiyw put 14. Release That Mortgagger, without many activities the total and the consideration, it and the premium of the

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Notary Public			My commission expires:
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(JA38)	(1v:	RUST, u/t/d 1/23/89 59	PARKWAY BANK AND TA
(TV:IS)		Dunit Clarks	

Ad baling granter alone statements alone the second such acceleration of maturity except as may be provided by the d. Application of Proceeds. The proceeds of any foreclosure sale of the premises shall be distributed and applied in no total date of proceedings, and expenses incident to the foreclosure proceedings, meluding all such items as are mentioned in the paragraph 16b, bereof; second, all other items which under the terms hereof econstitute accured independenced in the paragraph 16b, bereof; second, all other items which under the forecast precedenced in interest in the forecast of the forecast interest in the receipt as additional to the winter and interest remaining unpaid on the Mote, fourth, any overplus to more usually and the successors or assigns, as their rights may appear.

C. Mon-acceletation. That the failure of the Mottgagee to exercise the option for acceletation of maturity and/or foreclosure following any default as aforeasid or to exercise any other option granted to the Mottgagee hereunder in any one or more instances, or the acceptance of the Mottgagee of partial payments their provided by law, nor extend between the grace period, if any, but such option of metanty concernation, if any, but such option of acceletation of maturity one elained hereunder shall not one the provided by law, nor extend hereunder shall not in any way affect or rescind beceletation of maturity one elained hereunder by Mottgagee, may, at the option of Mottgagee, he rescinded by written acknowledgment to that effect by the Mottgagee, may, at the option of partial payments alone shall not in any way affect or rescind such acceletation of maturity or rescind such acceletation of maturity or rescind by the defaulty except as may be provided by payments alone shall not in any way affect or rescind such acceletation of maturity or rescind acceletation of maturity or rescind such acceletation of maturity acceptance.

Application of Proceeds. The proceeds of any forcelosure sale of the premises shall be distributed and application

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MORTGAGE

90267830

19 90 April 26 THIS MORTGAGE made between PARKWAY BANK AND TRUST, as Trustee under a Trust Agreement dated 1/23/89 and whose current and res Trust No. 9159 an Illinois Banking Herein referred to as "Mortgagor" and Westbank/Will County

Corporation, having its principal office at Joliet, Illinois, herein referred to as "Mortgagee."

WITNESSE TH:

promissory note(s), herein referred to as "Note", of even date herewith executed by Mortgagor, made payable to the order of and delivered to the Mortgagee, whereby the Mortgagor promises to pay the said principal sum with interest thereon, from date, at the rate set forth therein, in installments as set forth therein at the office of the Mortgagee aforesaid or at such other place as may be designated in writing by the legal holder thereof, until the entire principal and interest have been paid, but in any event, the principal balance (if any) remaining unpaid plus accrued interest shall be due and payable on the 26th _. 19.91

A. GRANT Now therefore, in consideration of the sum of IFN AND NO 1001HS (\$10,00) DOLLARS, the receipt whereof is hereby acknowledged, the Grantor does hereby convey mortgage and warrant unto said Mortgagee, its successors and assigns the following described r, a estate, and all its estate, right, title and interest therein, situated in the County of _ cook in the State of Illinois, to have and to hold unto said Mortgagee for the uses and purposes herein set forth

See Attached Exhibit "A" for Legal Description

DEPT-01 RECORDING T#3333 TRAN 6023 05/04/90 14:29:00 #3138 # C #-90-207830 COOK COUNTY RECORDER

90207830

which, together with all of Mortagor's rights, titles and interes s in all the improvements now or hereafter erected on said real estate. and all easements, rights, appurtenance, rents, royalties, minerals, oil and gas rights and profits, water, and water rights, hereinafter referred to collectively as "premises", and as to all screens, storm doors and windows, and awnings, venetian blinds, shades, rods. floor coverings including carpets and linoleum, water heaters and infeners, light fixtures, stoves and ranges, dishwashers, garbage disposals, incinerators, refrigerators, and any additional thing now or peralter therein, the furnishing of which by lessers is or becomes customary and all apparatus, equipment, fixtures or articles used to supply or distribute the heat, gas, air, air conditioning, water, power, light and electricity, this Mortgage is hereby seemed to be as well a security agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted to the Mortgagee as secured party.

B. INSTRUMENTS AND COVENANTS SECURED. Said grant is made:

1. Note. To secure payment of the above-mentioned promissory note certify even date herewith-

2. Performance. For the purpose of securing the performance of the coverages, promises and agreements herein and in

the Loan Commitment Letter contained, and

3. Other Obligations. For the further purpose, except that this further purpose clause shall not be applicable or enforceable where the above described real estate is used or is expected to be used at the time of execution of this Mortgage as the principal residence of the Mortgagor, or is used or is expected to be used as the principal residence of the Mortgagor at the time of consummation of any credit transaction included within said further purpose clause unless agreed otherwise at the time of consummation, advances and any and all sums, indebtedness, liabilities of any and every kind note or hereafter owing and to become due from the Mortgager to the Mortgagee or to the holder of said note, or to the Assig ice of the said Mortgagee during the term of this Mortgage, howsoever created, incurred, evidenced, acquired or arising, whether, ander the said note or under any other instrument, obligation, contract, agreement, or dealing of any and every kind now or negestier existing or entered into between the Mortgagor, either individually, jointly, or jointly and severally, and the Mortgagee or he holder of the note or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said note and in any other agreements had by and between the parties herein, and including all presen and future indebted ness incurred or arising by reason of a guarantee to the said Mortgagee or holder of said note by the said Mortgagor, either individually, jointly or jointly and severally, of present or future indebtedness or obligations of third parties to the said Mortgagee or holder of said note, and of present and future indebtedness originally owing by the Mortgagor either individually, jointly or jointly and severally, to third parties and assigned by said third parties to said Mortgagee or holder of said note, and any and all renewals, advances, or extensions of any of the foregoing, the foregoing and said note herein collectively called the indebtedness, and further to secure the prompt and faithful performance and observance by the Mortgagor either individually, jointly, or jointly and severally of all terms, undertakings, covenants, and conditions by the Mortgagor to be kept, observed, or performed under or according to the provisions of any and all other instruments, obligations, contracts, or agreements entered or to be entered in the future between the said Mortgagor either individually, jointly or jointly and severally, and the said Mortgagee or holder of said note.

GRANTOR'S COVENANTS: Grantor covenants, promises, and agrees

1. Payment of Indebtedness. To pay said indebtedness and the interest thereon as herein and in said notes, instruments. obligations, contracts, agreements or dealings provided,

2. Tax and Insurance Payments. To pay to the Mortgagee, if required by Mortgagee in addition to the monthly install ments of principal and interest due under the terms of the Note and concurrently therewith, monthly until the Note is paid, the following:

(a) A sum equal to all taxes and assessments, next due on the premises (all as estimated by the Mortgagee), divided by the number of months to elapse concurrent with the month when such taxes and assessments will become delinquent

(b) A sum equal to an installment of the premium or premiums that will become due and payable to renew the insurance as required by paragraph 4 hereof. Each of such installments shall be in an amount which, by the payment of approximately equal installments, will result in there accumulating in the hands of the depositary a sufficient amount to pay renewal premiums upon such policies of insurance, prior to the expiration date or dates of the policy or policies to be renewed.

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Parcel 2 PIN: 18-02-206-037

18-02-206-036

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LOTS 1, 2 AND 3 IN THE SUBDIVISION OF PART OF THE EAST HALF OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 19, 1906, AS DOCUMENT NO. 3881614, IN COOK COUNTY, ILLINOIS.

PARCEL 2

SS, 1870 AS DOCUMENT NO. 42871, IN COOK COUNTY, ILLINOIS.
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LEGAL DESCRIPTION:

ETTE NO:: CM33038

ALTA Commitment Schedule C

100 NOTTH LE SALLE, SULTE 100, Chicago IL 60602