

RECEIVED BY MAIL TO
STEVEN D. FRICKE
4749 LINCOLN, MARYLAND
WATSON, ILLINOIS

656666959

That, Mortgagor does also hereby grant, sell, convey, mortgage, pledge and assign unto Mortgagee, its successors and assigns, a security interest in all and singular properties, rights, interests and privileges described as follows:

Property Address: 111 Exchange Street, Crete, IL

Permanent Index Number(s): 15-07-402-0000

THIS PROPERTY IS NOT SUBJECT TO HOMESTEAD.

The West 124.21 feet of the East 248.42 feet of the West 721.82 feet of the Southwest Quarter of Section 7, in Township 34 North, and in Range 14 East of the Third Principal Meridian, lying South of the centerline of Exchange Street, in Will County, Illinois.

THAT, to secure the payment of the indebtedness evidenced by the Note, Mortgagee does by these presents GRANT, BARGAIN, SELL, CONVEY and MORTGAGE unto Mortgagee, its successors and assigns, the real estate situate, lying and being in the County of Will and State of Illinois, legally described as follows and which is referred to herein as the "premises":

All such payments on account of indebtedness evidenced by said Note to be applied first to interest on the unpaid principal balance and the remainder to principal, provided that the principal of each installment unless paid when due under some of the indebtedness shall bear interest at the rate equal to two percent (2%) per annum over the interest rate specified above (hereinafter called "penalty rate"), and all of said principal and interest being payable at such place as the holder of the Note may, from time to time in writing appoint, and in the absence of such appointment, then at the office of the Mortgagee.

THAT WHEREAS, United Bank of Crete-Steger as Trustee under provisions of a Trust Agreement dated May 25, 1990 and known as Trust Number 1529 has executed a Note dated June 9, 1990, in the aggregate principal sum of THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00), made payable to the order of UNITED BANK OF CRETE-STEGER ("Mortgagee"), a corporation duly existing under the laws of the State of Illinois, with interest from date to maturity, at the rate of THREE PERCENT (3.0%) over the floating daily base interest rate of UNITED BANK OF CRETE-STEGER. Said principal and interest shall be payable as follows: The first interest payment shall be due August 1, 1990 and successive interest payments shall be due on the first day of each successive month thereafter. The entire outstanding principal balance and accrued interest thereon shall be due and payable on the earlier of (1) nine months computed from the date of first disbursement hereunder or (2) March 9, 1991. Each change of the interest rate charged in the base rate as that term is defined herein. The term "Base Rate" as used herein, shall mean at any time the rate per annum, then announced by UNITED BANK OF CRETE-STEGER, established as a guideline and standard in determining actual interest rates charged commercial customers. All interest shall be computed for the actual number of days elapsed on the basis of a year consisting of 360 days.

W I T N E S S E T H

THIS MORTGAGE, dated as of June 9, 1990, between CARL WOODS, married to Mary E. Woods, herein referred to as "Mortgagor", and UNITED BANK OF CRETE-STEGER, herein referred to as "Mortgagee".

MORTGAGE

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All judgments, awards of damages, settlements and other compensation hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof or any building or any other improvements now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor,

than 30 days in advance) and enjoy such rents; to foreclose this mortgage, Mortgagee may collect, receive (but not more than 30 days in advance) and enjoy such rents; By acceptance of this Mortgage, Mortgagee agrees, that until an event of default (as hereinafter defined) shall occur giving Mortgagee the right to foreclose this mortgage, Mortgagee shall not impair or diminish the obligations of Mortgagee under the provisions of such leases or other agreements nor shall such obligations be imposed upon Mortgagee. provided that the assignments made hereby shall not impair or diminish and to demand, sue for and recover the same when due or payable; rents and other sums and apply them to the indebtedness hereby secured but not the obligation, to collect, receive and receipt for all such property after any foreclosure or other sale), together with the right, (including during any period allowed by law for the redemption of said contract or option for the sale of all or any part of, said property for security) under any and all leases and renewals thereof or under any payable or accruing (including all deposits of money as advanced rent or issues, profits, revenues, royalties, bonuses, rights and benefits due, Mortgagee in all rents, issues and profits of the premises and all rents, issues, revenues and profits thereof, including all interest of improvements now or hereafter located hereon and the reversions, rents, in any way appertaining to the premises and the buildings and appurtenances and royalties, mineral, oil and water rights belonging or hereditaments, privileges, easements, franchises, tenements, hereafter acquired in and to all and singular the estates, tenements or All right, title and interest of Mortgagee now owned or

Illinois; address of Mortgagee (secured party) is 700 Exchange Street, Crete, Illinois; Mortgagee (debtor) is 1111 Exchange Street, Crete, Illinois and the party, securing the indebtedness hereby secured. The address of which is hereby granted by Mortgagee as debtor to Mortgagee as secured for the purpose of creating hereby a security interest in said property, Security Agreement under the provisions of the Uniform Commercial Code property aforesaid, this Mortgage is hereby deemed to be as well as estate and covered by this Mortgage; and as to the balance of the of the real estate and for the purpose of this Mortgage to be real shall, so far as permitted by law, be deemed to form a part and parcel mutually agreed, intended and declared that all the aforesaid property be attached to said buildings or improvements in any manner; it being articles in substitution therefor, whether or not the same are or shall or hereafter located thereon and all renewals or replacements thereof or protection of the said premises and the buildings and improvements now appliances, draperies, carpets, other furnishings, equipment and fixtures and appurtenances thereto and all items of furniture, rig, and all other machinery, and other equipment of every nature and and electronic monitoring equipment, all windows and structural cleaning equipment and fixtures, all elevators and escalators, all communication ventilating apparatus and systems, all plumbing, incinerating, sprinkler prevention and extinguishing equipment and apparatus, all cooling and heating, cooking, power and lighting apparatus and fixtures, all fire awnings, shades, screens, all gas, coal, steam electric, oil and other including but not limited to all machinery, motors, fittings, radiators, (but excluding any of such items as are owned by tenants), hereafter located thereon and the operation, maintenance and protection of personal property of every kind and nature whatsoever now or and all fixtures, machinery, apparatus, equipment, fittings and articles the premises immediately upon the delivery thereof to the said premises, repairs of the buildings and improvements now or hereafter erected materials intended for construction, reconstruction, alteration and heretofore or hereafter erected or placed on the premises and all heretofore and improvements of every kind and description

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9. To keep the premises continuously insured, until the indebtedness secured hereby is fully paid against loss or damage under

8. To deliver to Mortgagee all original leases covering the premises which Mortgagee may at any time request, with proper assignments thereof; and neither to procure, permit nor accept any prepayment of any rent nor to release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid, without Mortgagee's written consent.

7. To exhibit to Mortgagee, at least annually and at any time upon request, official receipts showing full payment of all taxes, assessments and charges which Mortgagee is required, or shall elect, to pay or cause to be paid hereunder.

6. To promptly pay all taxes and assessments assessed or levied under and by virtue of any state, federal or municipal law or regulation hereafter passed, against Mortgagee upon this Mortgage or the debt hereby secured, or upon its interest under this Mortgage.

5. To pay, or cause to be paid, ten days before any penalty attaches, all general taxes and to pay, or cause to be paid when due, all special taxes, special assessments, water charges, drainage charges, sewer service charges and other charges against the premises, or of any kind whatsoever, which may be levied, assessed, charged or imposed on the premises, or any part thereof.

4. To keep the premises free from mechanic's or other liens or claims for liens of any kind; to pay or cause to be paid, when due, any indebtedness which may be secured by a lien or charge on the premises; and, upon request, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such liens or claims.

3. To comply with all requirements of law or municipal ordinances governing the premises and the use thereof; and to permit Mortgagee, or its agents, to inspect the premises at all reasonable times.

2. Not to abandon the premises; to keep the premises in good condition and repair and not to commit or suffer waste; to pay for and complete within a reasonable time any building at any time in the process of erection upon the premises; to promptly repair, restore or rebuild any building or improvement now or hereafter on the premises which may become damaged or destroyed; to refrain from impairing or diminishing the value of the security; to make no material alterations of the premises.

1. To pay or cause to be paid, when due, all sums secured hereby.

Mortgagee covenants and agrees:

TO HAVE AND TO HOLD the premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

(iv) All property and rights, if any, which are by the express provisions of this instrument required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter by installation or writing of any kind, be subjected to the lien hereof. All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagee and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the premises or any part thereof.

the ascertainment of the amount thereof and the issuance of the warrant for payment thereof) whether permanent or temporary or for any damage (whether caused by such taking or otherwise) to said Real Estate or any part thereof or the improvements thereon or any part thereof or to any rights appurtenant thereto, including severance and consequential damage and any award for change of grade of streets; and

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13. In the event of default in performance of any of Mortgages, covenants or agreements herein contained, Mortgages may, but need not,

12. Any awards of damage resulting from condemnation proceedings or the taking or injury of the premises for public use (all such awards, to the total amount of the indebtedness secured by this Mortgage, are hereby transferred and assigned to Mortgages) shall be paid to Mortgages and the proceeds or any part thereof may be applied by Mortgages, at its option, after the payment of all of its expenses, including costs and attorney's fees, to the reduction of the indebtedness hereby secured and Mortgages is hereby authorized, on behalf and in the name of Mortgages, to execute and deliver valid acquittances and to appeal from any such award.

11. If required by Mortgages, to make or cause to be made monthly deposits with Mortgages, in a non-interest bearing account, in addition to the payments required by the Note, a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the premises, and (if so required) one-twelfth of the yearly assessments and premiums, when unknown, shall be estimated by Mortgages. Such deposits shall be used by Mortgages to pay such taxes, assessments and premiums when due. Mortgages shall pay or cause to be paid to Mortgages on demand any insufficiency of such account to pay such taxes, assessments and premiums when due. Upon any default under this Mortgage, Mortgages may apply any funds in said account to any obligation then due under this Mortgage. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided, shall not be affected, except insofar as the obligations thereunder have been actually met by compliance with this paragraph. Mortgages may from time to time at its option waive, and after any such waiver reinstates, any or all provisions hereof requiring deposits for taxes, assessments or insurance premiums, by notice to Mortgages in writing. While any such waiver is in effect, Mortgages shall pay or cause to be paid taxes, assessments and insurance premiums as herein elsewhere provided.

10. To deliver to Mortgages, all policies of insurance with evidence of premium prepaid (renewal policies to be delivered not less than ten days prior to the respective dates of expiration), and all abstracts of title, title guarantee policies, Torrens certificates or title and other evidence of title to the premises, all of which shall be held by Mortgages without liability, and in the event of foreclosure of this Mortgage or transfer of title to the premises in extinguishment of said indebtedness, shall remain the absolute property of Mortgages.

such types of hazard and liability insurance and in such forms, amounts and companies as may be approved or required from time to time by Mortgages (in the absence of any specified requirements, such insurance shall be under policies providing for payment by the insurance companies or money sufficient either to pay the full cost of replacing or repairing the premises or to pay in full the indebtedness secured hereby); all policies whether or not required by the terms of this Mortgage, shall contain loss payable clauses in favor of Mortgages (or, in case of foreclosure sale, in favor of the owner of the certificate of sale); in the event of loss, Mortgages hereby authorizes and directs each and every insurance company concerned to make payments for such loss directly and solely to Mortgages (who may, but need not, make proof of loss) and Mortgages is hereby authorized to adjust, collect and compromise, in its discretion, all claims under all policies, and Mortgages shall sign, upon demand by Mortgages, all receipts, vouchers and releases required by the insurance companies, and the insurance proceeds, or any part thereof, may be applied by Mortgages, at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged, and any application thereof to the indebtedness shall not relieve Mortgages from making the payments herein required until the indebtedness is paid in full. Mortgages may, from time to time, at its option, waive and, after any such waiver reinstates any or all provisions hereof requiring deposit of insurance policies, by Mortgages in writing.

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(c) Mortgages shall, at its option, have the right, acting through itself, its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the premises and property, expel and remove any persons, goods or chattels, occupying or upon the same, and to collect or receive all the rents, issues and profits thereof, and to manage and control the same, and to lease the same or any part thereof from time to time, and after deducting all reasonable attorneys' fees and all expenses incurred in the protection, care, maintenance,

and any part of the indebtedness secured hereby or any deficiency decree; and pay for any necessary repairs to the premises, and may pay all or utilities and insurance, then due or thereafter accruing, and may make co-ordinate liens, if any, and taxes, assessments, water and other incurred in the management and operation of the premises, prior and out of such rents, issues and profits when collected, may pay costs period of redemption notwithstanding any redemption. The receiver, become due, during such foreclosure suit and the full statutory collect the rents, issues and profits of the premises, due and to hereby secured (as made), for the benefit of Mortgagee, with power to and assignment of rents being an express condition upon which the loan appoint a receiver (the provisions for the appointment of a receiver, the premises, or whether the same shall be occupied to the then value of indebtedness secured hereby, and without regard to the value of solvency or insolvency of any person liable for payment of the Mortgagee, and without requiring bond, and without regard to the any time thereafter, either before or after sale, without notice in which any proceeding is pending for that purpose may, at once or at (b) Mortgages may immediately foreclose this Mortgage. The Court

(a) All sums secured hereby shall, at the option of Mortgagee, become immediately due and payable without notice, with the interest thereon, from the date of the first of any such defaults, at the penalty rate) and

instituted under any bankruptcy or insolvency law; then: payment of the Note or to change the terms of this Mortgage be at the instance of Mortgagee, proceedings to extend the time of creditors, or is decided a bankrupt, or it by or with the consent of Mortgagee; or (c) If Mortgagee makes any assignment for the benefit of such process within ten days after written notice to the officer, and such proceedings are not dismissed or stayed on appeal or the custody or control of any court through its receiver or other insolvency laws; or (iv) to place the premises or any part thereof in against Mortgagee or any beneficiary thereof under any bankruptcy or condemn the premises or any part thereof for public use, or (iii) any other lien, charge or encumbrance against the premises, or (ii) to enforce (b) If any proceedings be instituted or process issued (i) to enforce contained to be performed by Mortgagee herein or in the agreement, or secured hereby, or in any of the other covenants or agreements herein 14. If (a) default be made in payment, when due, or any sum

thereof. assessments, shall be the sole judge of the legitimacy and validity thereof and of the amount necessary to be paid in satisfaction Mortgagee, making any payment hereby authorized relating to taxes or at two percent per annum over the interest rate stated in the note. immediately due and payable without notice and with interest thereon be so much additional indebtedness secured hereby and shall become advanced by Mortgagee to protect the premises and the lien hereof shall connection therewith, including attorneys' fees, and any other moneys purposes herein authorized and all expenses paid or incurred in or contact any tax or assessment. All moneys paid for any of the or redeem from any tax sale or forfeiture affecting the premises, tax lien or any other lien, encumbrance, suit, title or claim thereof, not, make full or partial payments of principal or interest on prior Mortgagee, if any, and purchase, discharge, compromise or settle any Mortgagee, if any form and manner deemed expedient, and may, but need make any payment or perform any act hereinafore required of

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Mortgages may have.

- (c) Exercise or refrain from exercising or waive any right
- (b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.
- (a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.

17. Without affecting the liability of Mortgagee or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

16. No remedy or right of Mortgagee shall be exclusive of, but shall be in addition to, every other remedy or right now or hereafter existing at law or in equity. No delay in exercising, or omission to exercise, any remedy or right accruing on default shall impair any such remedy or right, or shall be construed to be a waiver of any such default of the same or different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

15. In any foreclosure of this Mortgage, there shall be allowed and included in the decree for sale, to be paid out of the rents or proceeds of such sale:

- (a) All principal and interest remaining unpaid and secured hereby;
- (b) All other items advanced or paid by Mortgagee pursuant to this Mortgage with interest at the penalty rate from the date of advancement;
- (c) All court costs, fees of the Master in Chancery, attorneys' fees, appraiser's fees, expenses for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or procuring all abstracts of title, title searches and examinations, title guarantee policies, Torrens certificates and similar data with respect to title, as Mortgagee may deem necessary. All expenses and expenses of the type mentioned in this subparagraph (c) shall become so much additional indebtedness secured hereby and immediately due and payable, with interest at two percent per annum over the interest rate stated in the Note, when paid or incurred by Mortgagee, in connection with (1) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (2) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (3) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. The proceeds of any foreclosure sale shall be distributed and applied to the items described in subparagraph (a), (b), and (c) in order of priority inversely to the manner in which said subparagraphs are above listed and any surplus of the proceeds of such sale shall be paid to Mortgagee.

14. Management and operation of the premises, apply the remaining net income upon the indebtedness secured hereby, or upon any deficiency decree entered by virtue of any sale held pursuant to a decree of foreclosure.

15. In any foreclosure of this Mortgage, there shall be allowed and included in the decree for sale, to be paid out of the rents or proceeds of such sale:

- (a) All principal and interest remaining unpaid and secured hereby;
- (b) All other items advanced or paid by Mortgagee pursuant to this Mortgage with interest at the penalty rate from the date of advancement;
- (c) All court costs, fees of the Master in Chancery, attorneys' fees, appraiser's fees, expenses for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or procuring all abstracts of title, title searches and examinations, title guarantee policies, Torrens certificates and similar data with respect to title, as Mortgagee may deem necessary. All expenses and expenses of the type mentioned in this subparagraph (c) shall become so much additional indebtedness secured hereby and immediately due and payable, with interest at two percent per annum over the interest rate stated in the Note, when paid or incurred by Mortgagee, in connection with (1) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (2) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (3) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. The proceeds of any foreclosure sale shall be distributed and applied to the items described in subparagraph (a), (b), and (c) in order of priority inversely to the manner in which said subparagraphs are above listed and any surplus of the proceeds of such sale shall be paid to Mortgagee.

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I, the undersigned, a Notary Public in and for the County and State aforesaid, do HEREBY CERTIFY, that CARL WOODS, married to Mary E. Woods, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered

STATE OF ILLINOIS)
COUNTY OF WILL)
SS)

Carl Woods, married to
Mary E. Woods

IT WITNESS WHEREOF, the Mortgagor has executed this Mortgage the day and year first written.

23. That this Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

22. On sale or transfer of (1) all or any part of the premises, or any interest therein, or (2) benefited interests in Mortgagor (if Mortgagor is not a natural person or persons, but is a corporation, partnership, trust or other legal entity), Mortgages may at Mortgages' option declare all of the sums secured by this instrument to be immediately due and payable.

21. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OR REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OR FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

20. All provisions hereof shall inure to and bind the respective heirs, executors, administrators, successors, vendors and assigns of the parties hereto, and the word "Mortgagor" shall include all persons claiming under or through Mortgagor and all 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. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

19. As further security for the indebtedness hereby secured, the Mortgagor hereby assigns to the Mortgages all of the rents, issues and profits and/or any and all leases and/or the rights of the management of the premises. The Mortgagor may concurrently herewith, execute and deliver to the Mortgages a separate instrument (herein called the "Assignment of Rents") dated as of the date hereof, wherein and where-by, among other things, the Mortgagor has assigned to the Mortgages all of its rents, issues and profits and/or any and all leases and/or the right of the management of the premises, all as therein more specifically set forth, which said Assignment of Rents is hereby incorporated herein by reference as fully and with the same effect as if set forth herein at length.

18. Upon full payment of all sums secured hereby at the time and in the manner provided, then this conveyance shall be null and void and within thirty days after written demand therefor a reconveyance or release of the premises shall be made by Mortgages to Mortgagor.

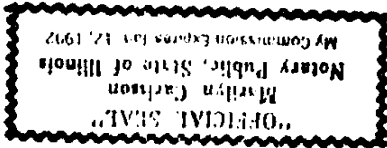
(e) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

(d) Accept additional security of any kind.

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Property of Cook County Clerk's Office



After recording mail to:
Steven D. Rakich (KC-1191-345)
4749 Lincoln Mail Drive
Suite 204
Matteson, IL 60443

This document was prepared by:
Steven D. Rakich
4749 Lincoln Mail Drive
Suite 204
Matteson, IL 60443

Marilyn Carlson
Notary Public

GIVEN under my hand and notarial seal this 9th day of June, 1990.
the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.