

Property Addresses: 4250 W. 216th Street (Lot 2), 4238 West 216th Street (Lot 3), 4226 W. 216th Street (Lot 4), 4212 W. Charleston (Lot 5), 4204 W. Charleston (Lot 6), 4160 W. Charleston (Lot 7), 4205 W. Charleston (Lot 21), 4159 W. Charleston (Lot 22), 4138 W. 216th Street (Lot 39) and 4036 Richmond Court, all in Matteson, IL

Permanent Index Numbers: 31-27-201-002 (Lot 2), 31-27-201-003 (Lot 3), 31-27-201-004 (Lot 4), 31-27-201-005 (Lot 5), 31-27-201-006 (Lot 6), 31-27-201-007 (Lot 7), 31-27-202-001 (Lot 21), 31-27-202-002 (Lot 22), 31-27-202-019 (Lot 39) and 31-27-205-007 (Lot 104).

Subdivision Phase I, being a subdivision of part of the North East 1/4 of Section 27, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook 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, legally lying and being in the County of Cook, 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 made payable at such place as the holders 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, Mortgagee has executed a Note dated July 26, 1990, in the aggregate principal sum of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00), made payable to the order of UNITED BANK OF CRETE-STEGE, ("Mortgagee"), an Illinois banking corporation, together with interest being charged on the unpaid principal balance beginning on the date of first advance at the rate of ONE PERCENT (1.0%) over the floating daily base interest rate of UNITED BANK OF CRETE-STEGE. Said principal and interest shall be payable as follows: The first interest payment shall be due November 1, 1990 and successive interest payments shall be due on the first day of each successive three month period thereafter. The entire outstanding principal balance and accrued interest thereon shall be due and payable on the earlier of (1) twelve (12) months computed from the date of first disbursement hereunder or (2) July 26, 1991. Each change of the interest rate charged hereunder is, and shall become, effective on the date of each change 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-STEGE, 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.

WITNESSETH

THIS MORTGAGE, dated as of July 26, 1990, between UNITED BANK OF CRETE-STEGE, an Illinois banking corporation, not personally, but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated November 10, 1988 and known as Trust Number 1469, and UNITED BANK OF CRETE-STEGE, not personally, but as Trustee under the provisions of a Trust Agreement dated February 2, 1990 and known as Trust Number 1510, herein referred to as "Mortgagee", and UNITED BANK OF CRETE-STEGE, an Illinois banking corporation, herein referred to as "Mortgagee".

MORTGAGE

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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:

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

11) All right, title and interest of Mortgagee now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil and water rights belonging or in any way appertaining to the premises and the buildings and improvements now or hereafter located hereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Mortgagee in all rents, issues and profits of the premises and all rents issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases and renewals thereof or under any contracts or options for the sale of all or any part of, said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby 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. 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 may collect, receive (but not more than 30 days in advance) and enjoy such power or right (including any award from the United States Government at any other appurtenance thereto under the power of eminent domain or any similar improvements now or at any time hereafter located thereon or any easement or taking of the premises or any part thereof or any building or any other compensation hereafter made resulting from condemnation proceedings or the All judgments, awards of damages, settlements and other

6. To keep the premises continuously insured, until the indebtedness secured hereby is fully paid against loss or damage under such types of hazard and liability insurance and in such forms, amounts and companies as

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 mortgagor 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, 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 mechanics' 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.

Mortgagor 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 Mortgagor 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.

time after the allowance of the claim therefor, 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, Mortgagee may, but need not, make any payment or perform any act heretofore required of Mortgagee, if any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or any other lien,

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 Mortgagee) shall be paid to Mortgagee and the proceeds or any part thereof may be applied by Mortgagee, 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 Mortgagee is hereby authorized, on behalf and in the name of Mortgagee, to execute and deliver valid acquittances and to appeal from any such award.

11. If required by Mortgagee, to make or cause to be made monthly deposits with Mortgagee, 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 premiums for insurance on the premises, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due. Mortgagee shall pay or cause to be paid to Mortgagee on demand any insufficiency of such account to pay such taxes, assessments and premiums when due. Upon any default under this Mortgage, Mortgagee 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. Mortgagee 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 Mortgagee in writing. While any such waiver is in effect, Mortgagee shall pay or cause to be paid taxes, assessments and insurance premiums as herein elsewhere provided.

10. To deliver to Mortgagee, 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 of title and other evidence of title to the premises, all of which shall be held by Mortgagee without liability, and in the event of foreclosure of this Mortgage or transfer of title to the premises in extinguishment of said indebtedness, shall become the absolute property of Mortgagee.

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

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(a) All principal and interest remaining unpaid and secured hereby!

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:

(c) Mortgagee shall, at its option, have the right, acting through itself, its agents or attorneys, either with or without process of law, 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, 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.

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

(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

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

thereof and of the amount necessary to be paid in satisfaction thereof. Mortgages, making any payment hereby authorized relating to taxes or assessments, shall be the sole judge of the legality and validity at two percent per annum over the interest rate stated in the note. become immediately due and payable without notice and with interest thereof other moneys advanced by Mortgagee to protect the premises and the lien or incurred in connection therewith, including attorneys' fees, and any moneys paid for any of the purposes herein authorized and all expenses paid forfeiture affecting the premises or contest any tax or assessment. All encumbrance, suit, title or claim thereof, or redeem from any tax sale or





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THIS MORTGAGE is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by UNITED BANK OF CRETE-STEGER, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, UNITED BANK OF CRETE-STEGER, its agents, or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in said principal note contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the party of the second part or holder or holders of said principal or interest notes hereof, and by all persons claiming by or through or under said party of the second part or the holder or

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

24. The lien of this Mortgage shall secure all future advances made pursuant to the terms of Note to the same extent as if such future advances were made on the date of execution of this Mortgage. Although there may be no indebtedness outstanding on the Note at the time any such advance is made the lien of this Mortgage, as to third persons without actual notice thereof, shall be valid as to all such indebtedness and future advances from the time this Mortgage is filed for record in the office of the Cook County Recorder of Deeds. The total amount of the indebtedness evidenced by the Note and secured by this Mortgage may increase or decrease from time to time but the total unpaid balance so secured at any one time shall not exceed a maximum principal amount of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00).

23. The terms of the loan commitment letter dated July 16, 1990 are hereby incorporated by reference and made a part hereof. Should there be a conflict between the terms of said loan commitment letter and the terms of this Mortgage, the Mortgage shall supersede.

22. Except as otherwise consented to by Mortgagee, upon the sale or transfer of (1) all or any part of the premises, or any interest therein, or (2) beneficial interest in Mortgage (if Mortgagee is not a natural person or persons, but is a corporation, partnership, trust or other legal entity), Mortgagee may elect to 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 CHURCH OR DECREE OF 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, vendees 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.

the Mortgagee a separate instrument (herein called the "Assignment of Rents") dated as of the date hereof, wherein and whereby, among other things, the Mortgagor has assigned to the Mortgagee 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.

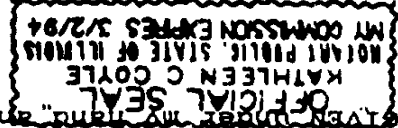
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BOX 3587 TH

Steven D. Rakich  
4749 Lincoln Mall Drive,  
Suite 204  
Matteson, IL 60443

Steven D. Rakich  
4749 Lincoln Mall Drive,  
Suite 204  
Matteson, IL 60443

This document was prepared by:



Notary Public

After recording mail to: After recording mail to: After recording mail to:

I, the undersigned, a Notary Public in and for the County and State of Illinois, do hereby certify that W. Anthony Kopp, Vice President of UNITED BANK OF CRETE-STEGGER and Assistant Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and Assistant Trust Officer and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer, then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS )

Attest: W. Anthony Kopp  
Its: Assistant Trust Officer

By: [Signature]  
Its: Vice President  
UNITED BANK OF CRETE-STEGGER,  
as Trustee as aforesaid and not  
personally,

IT WITNESS WHEREOF, UNITED BANK OF CRETE-STEGGER, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.

Anything herein contained to the contrary, notwithstanding, it is understood and agreed that UNITED BANK OF CRETE-STEGGER, individually, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained, it being understood that the payment of the money secured hereby and the performance of the covenants herein contained shall be enforced only out of the property hereby mortgaged and the rents, issues, and profits thereof.

holders, owner or owners of such principal notes, and by every person now or hereafter claiming any right or security hereunder.



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