# UNOFFICIAL COP91404908 1991 AUG -9 PH 12: 16 9 1 4 0 4 9 0 8

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#### MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned ECKCO CONSTRUCTION. INC., a Corporation duly organized and existing under and by virtue of the laws of the <u>STATE OF ILLINOIS</u>, hereinafter referred to as the Mortgagors, does hereby Mortgage and Convey to

#### FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND

a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of COOK in the State of Illinois, to

THAT PART OF LOT 161 IN CLEARVIEW ESTATES UNIT 2, (SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN) DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 161, THENCE NORTH 000 09' 00" WEST, ALONG THE EAST LINE OF LOT 161, A DISTANCE OF 348.14' FT. TO THE NORTH LINE OF LOT 161; THENCE NORTH 890 58' 00" WEST, ALONG THE NORTH NORTH LINE OF LOT 161; THENCE NORTH 890 50 00 WEST, ALONG THE NORTH LINE OF LOT 161, A DISTANCE OF 94.75' FT.; THENCE SOUTH 000 02' 00" WEST, A DISTANCE OF 185.99' FT.; THENCE SOUTH 000 02' 00" WEST, A DISTANCE OF 21.00' FT.; THENCE SOUTH 890 58' 00" WEST, A DISTANCE OF 38.00' FT.; THENCE SOUTH 890 58' 00" WEST, A DISTANCE OF 38.00' FT.; THENCE SOUTH 000 02' 30" WEST, A DISTANCE OF 141.15' FT. TO THE SOUTH LINE OF LOT 161; THENCE SOUTH 890 58' 00" EAST, ALONG THE SOUTH LINE OF LOT 161; THENCE SOUTH 890 58' 00" EAST, ALONG THE SOUTH LINE OF LOT 161, A DISTANCE OF 95.86' FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS ...

PERMANENT INDEX NUMBER: 27-03-400-035-0000 PROPERTY ADDRESS: 8842-8846 W. 140th Street Orland Park, Illinois 60462 THIS INSTRUMENT WAS PREPARED BY Julie Dineen FIRST SAVINGS AND LOAN. 4'5 E. 162nd Street ASSOCIATION OF SOUTH HOLLAND Illinois 60473

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment fixtures, or articles, vne her in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awayings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and floor together with all easements and the rents, issues and profits of said premises with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Hortgagee under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Hortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before, or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or

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HORTGAGE

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#### FIRST SAVINGS AND LOAM ASSOCIATION OF SOUTH HOLLAND

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PERHANERT INDEX BUHBER: 27-03-400-035-0000 PROFERTY ADDRESS: 8842-8846 W. 1491% Street Orland Park, Illinois 60462

THIS INSTRUMENT WAS PREPARED BY: O'LIE DINEEN FIRST SAVINGS AND BOAN ASSOCIATION OF SOUTH HOLLAND 4/5 E. 162nd Street South-Holland, Illinois 60473

appurtenances now or hor after described thereon, including all appurtenances now or hor after described thereon, including all apparatus, equipment limites, or articles, whether in single units or centrolly somaticitied, stood to supply heat, gas, air conditioning, whether thirt, court, refulgeration, weatherion or oringwise and any others thirt only seek as its cartomary or appropriate, including surema, which you are seek as a cartomary or appropriate, including surema, which is thirt, window chader, storm doors and windows, soor accessor, terred doors, transfer bed, runings, aloves and which water before actions a part of said real soor accessors, which are doclared to be a part of said real which is the evenual set the results of the set of the

borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the be a decree in personam therefor or not. Whenever all of the indebtness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee May continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's or Sheriff's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued then until the expiration of the Mortgagee shall statutory period during which it may be issued. however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Hortgagee based upon acts or omissions relating to the subject matter of this paragraph, ), rless commenced within sixty days after Mortgagee's possession ceases.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the framestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

#### TO SECURE:

- The payment of a note executed and delivered concurrently and of even date herewith by the Mortgagor to the Mortgagee in the sum of SIX HUNDRED THOUSAND AND NO/100THS (\$600 500.00) which is payable in monthly installments as provided in said note, to be applied first to interest, and the balance to principal until FEPRUARY 1, 1993 when the entire unpaid principal balance plus interest in due.
- Any additional advances made by the Mortgages to the Hortgagor, or his successors in title, as hereinafter provided, but at no time shall this mortgage secure a sum in excess of SIX HUNDRED THOUSAND AND NO/100THS DOLLARS (\$600,000.00) plus such further fums as may be advanced for the purpose of protecting or enforcing the sacurity; and
- All of the covenants and agreements in said note and Construction Loan Agreement (which is made a part of this mortgage contract) and this mortgage.

#### A. THE MORTGAGOR COVENANTS:

- To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof;
- (2) To pay, unless theretofore paid by the Mortgagee out of reserves withheld for that purpose, each annual general real estate tax when the first installment thereof is due and payable and to pay immediately when due and payable all special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed

Dorrow memory reserve the any purpose hands stated to secure which a lies as briefly restated as the object year pressure and any other indebtedness thereine which is grint to the income relain reasonable compensation betche secured, and out of the income relain reasonable compensation for itself, set itserve greening, cases and assessments, and all expenses of avery kind, actual servers of income to the accuracy of the expenses of assessments, and all halance of income not be not an accuracy of the powers herein given, and from the principal of the halance of income not in the adversarial proposes. Itself on the interest and then on the principal of the proposes, first on the interest secured, before as after any decree of foreclosure and on the bireland to the process of said and the bireland transport of the personal necessary of a located in parsonam therefore or after any decree of foreclosure to indecrease in parsonam therefore all of the decree of the foreign of a located for the control of the located accuracy or and the line decreased of the decrease of the decrease of the located of the decrease of the late of the decrease of the late of the decrease of the late of the late of the decrease of the late of the late of the decrease of the late of the absorber of the late of the decrease of the late of the absorber of the late of the decrease of the late of the late of the decrease of the late of the late of the decrease of the late of the decrease of the late of the late of the decrease of the late of the late of the decrease of the late of the late of the decrease of the late of the decrease of the late of the late of the decrease of the late of the

TO HAVE AND TO WOLD the said property, with said buildings, improvements, firtures, approvements, and equipment unto said derivates, firtures, approved the new team all said derivates and honefile under the new teamption bays of the State of littings and benefits and rights and benefits said rights and benefits said despite the state pyrelease and waive.

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- l The payment of a note executed and delivered concurrently and of ever date herewith by the Nortgagor to the Mortgagor in the sum of SIX HUNDRED THOURAND AND NO.100THS (\$600,000.00) which is payable in accounty installments is provided in said note, to be applied first to interest, and the balance to principal until FYBRUARY at 1993 when the entire theorem the control meanth principal valence plus interest is due.
- 3. All of the covenants and agreements in said note and Constanct on Loan Agreement (which is made a part of this mortgage contract and this mortgage.

#### A. THE MORTGAGGE COVENANTS:

- (1) To pay held indobtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of largeon thereof.
- (2) For pay, colemn theretofore paid by the Mortgagee out of seartives with a line purpose, such annual general rest estate tax whim we close outsiless. There is the and payerle and to pay taxes the colemn terms, special taxes, special assessments, which is near the all special taxes, special assessments, which charges, sewer to also charges and other taxes and colemn taxes and they payer it ests property, including those heretofore due, (the mouthly payer is provided by said note in anticipation of such taxes and otherwise to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such arrays extended against sate or specty shall be conclusively deemed

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valid for the purposes of this requirement.

- premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such responsible company or companies, and in such form as shall be satisfactory to the Mortgagee until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption, (sums accrued in anticipation of renewal premiums on insurance pursuant to the terms of said note, shall be applied in payment of such premium); such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, so its interest may appear, and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in the Master's, Sheriff's or Commissioner's Deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise in its discretion, all claims thereunder, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full;
- (4) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said premises;
- (5) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed unless the Mortgagee 1.1 its sole discretion, which discretion is hereby granted it, elects to apply the proceeds of any insurance covering such destruction or damage, on the indebtedness secured hereby;
- (6) To keep said premises in good condicion and repair, without waste, and free from any mechanic's, or other lien or claim of lien not expressly subordinated to the lien hereof;
- (7) Not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish or impair its value by any act or ommission to act;
- (8) To comply with all requirements of law with respect to the mortgaged premises and the use thereof;
- (9) Not to suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) a purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or "pon any buildings or improvements on said property;
- (10) That if any person, for the purpose of further securing the payment of the mortgage indebtedness, shall procure contracts of insurance upon his life or disability insurance or insurance for loss of time by accidental injury or sickness, such contracts making the Mortgagee assignee or payee thereunder, then to pay the premiums thereon as and when the same become due (sums accrued in reserves in anticipation of such renewal premiums shall be applied thereto), and in default of such payment, the Mortgagee may, but is not hereby obligated so to do, pay the premiums on such insurance and add said payments to the principal indebtedness secured by this mortgage;

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- (4)  $P_{\rm c}$  complete within a resnoncy time any buildings or improvement new or at any cases of exection upon said premises:
- (5) To promotely repair, restore or rebuild any buildings or the coverage or the coverage of the coverage and the coverage and the coverage and the coverage and the dependent of the coverage and the
- (6) To keep raid nemises in good condition and repair, without waste, and tree tion e.g. mechanic's, or other lies or claim of lies not expressly subordicated to the tion hereof;
- (7) Not to satisfy of permit any unlawful use of or any nuisance to exist on said processy not to diminish or impair its value by any act or camission to series.
- (8) To engly with .il requirements of law with respect to the morty-god memiser and the uso thecounty
- (9) the is suiffer of permit, tathous the oracen permission of the fforegage series fixed had and shished. (a) any use of the property of any parthone extent that and let surre it is now used. (b) any alterations at the call of a solution of any alteration of all of any approximation. Samously, fractions, approximation of any before the analysis of any before the analysis of any before the analysis of any and alteration of the conditional sais, leave at operation of the child of any depotence of any any other conditions. It is a surface that the alteration of any approximate of said property.
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- (11) To appear in and defend any proceeding which in the opinion of Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by Mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage.
- (12) The Mortgagor covenants that in order to provide for the payment of taxes, to pay monthly in addition to the payment of principal and interest, one-twelfth of the annual real estate taxes as estimated by the holder of the note so as to provide funds for the payment of the current year's tax obligation on the last day of each such year during the term of the note. The undersigned promises further to pay monthly a pro-rate share of all assessments, future hazard insurance premiums, premiums on account of life, accident, disability or sickness insurance under any such policies of insurance assigned or payable to the holder of the note as additional security for the payment thereof, and any other charges that may accrue against the property securing the indebtedness. If the amount so estimated and paid shall prove to be insufficient to pay said taxes, insurance, assessment and other charges the undersigned promises to pay the difference aron demand. It is agreed that all such payments shall, without earwings, be carried in a borrower's tax and insurance account and applied by one holder of the note to pay such items. Such sums so held are hereby bledged, together with any other account of the undersigned held by the holder of the note, to further secure the indebtedness and the holder of the note, or any officer or agent thereof, is hereby authorized to withdraw and apply the same hereon. The holder of the note is further authorized to pay said items as charged or billed without further inquiry.
  - (13) The Mortgagor further covenants and agrees that:
    - (A) The building or buildings to be erected, altered or remodeled on the premiser hereby mortgaged shall be in substantial accordance with plans and specifications submitted to FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND.
    - (B) The building or building, alterations or remodeling shall be completed no later than FF3RUARY 1, 1993
    - (C) There will be no stoppage of construction for a period longer than fifteen (15) days in the obsence of a strike.
    - (D) In default of any of the covenants contained in (A), (B), (C), the legal holder of the note secured hareby may, but need not;
      - 1. Declare the entire principal note and interest thereon due and payable.
      - 2. Complete the construction, alteration or remodeling of said building or buildings and enter into the necessary contracts in conjunction therewith, all moneys expended in excess of said mortgage loan shall become so much additional indebtedness secured by this mortgage, and shall be payable on demand with interest at the rate then in effect under the terms of the note for which this mortgage is security, as long as there is written notice to mortgagor of said default and a change for mortgagor to cure said default within thirty (30) days.

#### B. THE MORTGAGOR FURTHER COVENANTS:

(0.5) Prior to mortgagee electing any of the remedies set forth in this document, mortgagor shall receive from mortgagee a written notice of default specifying terms and conditions of default and mortgagor shall have ten (10) days with respect to a monetary default and thirty (30) days for other defaults upon receipt of said notice a chance to cure said default(s) and in the event of a cure the mortgagee shall not be permitted to exercise various remedies provided for in mortgage.

(it: To appear in and defond any processing which in the optaion of Hortgogee affects its security no stander, and to pay all costs, axbenses and attainer,'s fees incurred or part by Hortgagee in any proceeding it duch it may be made a party defendant by reason of this mortgage.

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2. Picke the construction, attenuation of remodeling of Sa o outlding or buildings and onter that the necessary offices in containing the cheres, the all moneys expended in cocasts in containing that the cheres, the containing of the course of more and and the additional and element sector of the course of the containing as the core for which the course, the constant of the core for which the core of the course, and there is security, as imaged to mortgage is security, as imaged there is value for notice to mortgagor of said default and a change for newtyayor to oure said default which thirty (30) days.

#### E. THE MIRESEROR FURTHER COVENANTS:

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- (1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;
- (2) That is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor or to his successors in title, at the date hereof or at a later date, including any additional advances which the Mortgagee may make in accordance with the terms hereof, plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security, and costs incurred in connection herewith, and for the purpose of paying insurance premiums as herein provided;
- (3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt hereby secured without discharging or in (m) way affecting the liability of the Mortgagor hereunder or upon the dabt hereby secured;
- (4) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby anthorized and empowered, at its option and without affecting the lier hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedress any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises enmasse without offering the several parts separately;
- (5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, place the Mortgagee in possession or appoint a receiver (who may be the Mortgagee or its agent) with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property,

- (1) That in the case of infine to perform any or the covenants herein, the Horcargoe may do on the Sertyagor's behalf everything so revenanted; this the sortyages may also do any act it may doesn necessary to proteon the Lon bered; that he hortgager will repay use a demand any monity paid or dominished by the foregage for any of the horse demand any monity paid or dominished by the foregage for any of the horse thereon at the horse thereon at the organism that the paid may be included in the organism to the transfer hereon and the object of the following this more gas and be paid out of the rents of any derive to teally approached in the chart is shalf act be chart, a paid that it shalf not be chart, a paid that it shalf not be chart, and out of the velidity of any local or and the foregage to advance as advance as another than hothers to advance any energy as construed as requiring the Hortgage to advance any money, for any personal decay act because of anything the that that hortgages and that the trans of personal decay are because of anything the more any decay and that there may do as each to do because.
- (2) That at as the intent haded to scarre payment of said note whither rac ective amount shall have been advanced to the Moregagor on to has successors in title, at the date notice of or of a later date, not has successors in title, at the date notice of or of a later date, including any eld-cronyl advances content the first gages may make in accordance with the tesms hereof, year any amount of amounts that may be noteed to the moregage indote here the tesms of this merragage for the purpose of protecting the coursely and costs incorrect in consection between pressummer of the province of populations as herein provided;
- (3) That in the event the consistip of said property of any part thereof becomes vested in a person where the the tollogager, the derivage may, without notice to to designer, deal with such such successors in interact with reference to this mortgage and the debt hereby assumed in the said monner as with the Mortgager, and may forbest to see or may extend that for payment of the debt hereby accorded to the for payment of the debt hereby secured without discussibility of the flortgager harmades or upon the debt hereby secured.
- [6] Their time is of the essence nerget, and if default be made in perf chance of any devenues serein contained or in making any payment under said note or obtyquation or any expension or renewal thereof, or lift proceedings be instituted to entries any other lies or charge upon any of said property, or upon the initiates any other lies or charge upon by at any set in the proceeding in bankruptcy by a succurrent time the initiates the initiates and assignment too the canefit of her ineditor, or if he foregrey be also expected and or confirm the foregrey of the new or affices of the severance, or if the flortuagor abendum any of said property, then and never or all the flortuagor abendum any of said property, then and the new or and extended and the process of the flortuagor and remained the lies hereby amented to derive the sevence of any and and hereby amended to be payment of said more payment of the flortuagor. And and hordered the payment of said mortiquye indebtedness any indotteness of new flortuagor to the payment of said mortiquye and hordered also the payment of soil the premises end and in any forestances of said may be made of the premises enmasse without offering the several parts separately:
- (5) That upon the court in which rath bill is filed may at any time, becoming, the court in which rath bill is filed may at any time, exches below, the court in which rath the bolice to the horogope, of any first, claiming under him, and without regard to the horogope, of the Morogoge or the theory also of said presides, or she take the rame shall then be observed by the close of the redemption as a homestowd, place the Horogope in presence or appoint a received (who may be the Hortgage) of its opensy stick could the reach and rank the redemption the react of the react of the redemption of the react of the redemption and collection of the react of the redemption and the redemption as well as attention forestoric as well as after the forestoric of the radebtedness, casts, takes, insurance or other items payment of the radebtedness, casts, takes, insurance or other items necessary for the projection and preservation of the property,

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including the expenses of such possession or receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if the Mortgagee shall be placed in possession or a receiver shall be appointed said Mortgagee or such receiver shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by any order placing the Mortgagee in possession or by the appointment or entry in possession of a receiver but said Mortgagee or such receiver may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of FOUR per centum (4%) per annum, over the then prevailing interest rate which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, appraise 's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's or Sheriff's fees and commissions, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title starches, examinations and reports, guaranty policies, Torrens certificate and similar data and assurances with respect to title as Mortgages may reasonably deem necessary either to prosecute such suit or to evidence to bidders to any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure here f after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparation for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the premises or the security hereof. In the event of a foreclosure sale of said premises there shall first be reid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not oe obliged to see to the application of the purchase money;

- In case the mortgaged property, or any part thereof shall be taken by condemnation, the Hortgagee is hereby expowered to collect and receive all compensation which may be paid for any property taken, or for damages to any property not taken, and all condemnation money so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damagac;
- (7) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagee to require or to enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee; and that the power herein mentioned may be exercised as often as occasion therefor arises;
- (8) That in the event the Hortgagor shall suffer or permit the sale, assignment or transfer of any right, title or interest in and to the mortgaged property, or any portion thereof, then, unless the same shall be done with the prior written consent of the Mortgagee, the happening thereof shall constitute a default hereunder, and thereupon

including the expenses of such concession or receiveranty, or on any deficiency decree thother there be a deered therefor in personam or not, and it the Horrgagoe sheet be placed in pospession or a receiver shall be appointed said Hortgages or such radeiver shall remain in possession until the explication of the tell period allowed by statute for redemption, whether there is redimented or not, and until the issues of deed in case of acle. The explaination of the states bas becaused you at abide of tab . ... no lease of sa ' .....ee shell to collified by any order placing the Mortgagee in presention of by the appointment or entry in possession of a race wer but hald Nortgages of thos receiver may elect to terminate any leade judice to the from berevis and upon foreclosure or Soid gistises there shall be allowed and included as an additional indebtedness in the decree or sale all expanditures and expanses together with interest thereon at the tace of  $\frac{2000}{2000}$  per centum (43) per annex, ever then prevoiting interest tate which may be paid or incurred by or on tehalf or the Hortgagee for attorney's fees, approxer's free. The corrected by or or or extended to extend the series of the first of the corrected by or or or extended to exact the series of the first of the corrected by or or or extended to obtain the series of the corrected to obtain the series of the corrected to obtain the series of the corrected to obtain the co documentary and expect evidence, rtenorispher's fees, tester's or shorift's fees, and costs and costs (which was be estimated as to and include items to be expanded after the entry of the decree) of grocuring all some abstracts of title, title searches, examinations and reports, corrected policies, Torrest restricted and susurinces with respect to title a Mortgage may reasonably does necessary eather to prosecute such suit or the evidence to budders to any selement pursuant to such descree the trae title to on value of said outmises; all of which aforeseld emeants together with interest as harein provided shell be immediately due and physble by the Mortgager in connection outh (a) insensity and an payante by the seringer in connection with (a) any proceeding, including probate or bankuptey proceedings to which either party hereto whall be a party by lowern or this mortgage or the note boseby secured; or (b) preparations for the commencement of any suit for the forestories, a hereof attention of the right to foreclose, whether or not actually communed; or (c) preparation tor the defence of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the presidence or contemplated suit or proceeding, which might affect the presidence of the event of a foreclorure sale of said premires there shall for a beginning the proceeds thereof all of the aforecast time, then the entire indebtedness whether due and payable by the terms he early or not and the interest due thereon up and payable by the terms he early or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the best Hortgagor, and the purchaser shall not be obliged to see to the applicacion of the purchase money:

- In case the acregaged property, or any part thereof shall be taken by condemnation, the Mortgagee is bereby empowered to collect and rederve all compensation where may be gaid for any property taken, or for damages to any property not taken, and all condemnation money so received on it be forthwith applied by the Nortgagee as it may elect, to the modifier reduction of the indebtedness secured hereby. or to the 1 quir and restoration of any property so damaged;
- (7) That each right, power and remedy herein conferred upon the Bortgase: in cumulative of every other right or remedy of the whether herein or by law conferred, and may be enforced concurrently therewith; that no valver by the Hortgagee of performance of any cryenant berein or in said obligation contained shall thereafter is any macher affect the right of the Mortgagee to require or to enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used berein, shall include the feminine, and the singular number, as used berein, shall include the plural; that all rights and obligations under the estillance shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the addresses and assigns of the Hortgagee; and that the power herein mentioned may be exercised as often as occasion therefor arises;
- (2) That is the event the Hortgagor shall suffer or permit the sale, assignment or transfer of any right, title or interest in and to the mortgaged property, or any portion thereof, then, unless the same shall be done with the prior written consent of the Mortgagee, the happening thereof shall constitute a default hereunder, and thereupon

the Mortgagee shall be authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien, to declare without notice all sums secured hereby immediately due and payable;

- (9) The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage for 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 subsequent to the date of this mortgage;
- (10) In the event the Mortgagor shall further encumber the mortgaged property in any amount, then if the same shall be done, it shall constitute a default under the mortgage;
- (11) The undersigned represents and agrees that this mortgage and the note secured thereby, is to be construed and governed by the laws of the State of Illinois, and that the entire proceeds of the note shall be used for business purposes as defined in Sec. 6404 (1)(c) of Chapter 17 or the Illinois revised statutes;
- (12) The within mortgage secures an obligation incurred for the construction of an improvement on the land mortgaged herein and constitutes a "construction mortgage" within the meaning of Section 9-313(1)(c) of the Illinois Uniform Commercial Code;
- (13) Before releasing this mortgage, the Mortgagee or its successors shall receive for its services a fee as determined by its rate schedule in effect when the Release Deed is issued.
- (14) This mortgage is subject to terms and conditions being that certain commitment for the mortgage loan made by FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND to ECKCO CONSTRUCTION, INC.
- (15) The term of this loan may be extended at the option of the Borrower for an additional twelve (12) month term, provided that Borrower is not then in default under the terms of any loan document.
- (16) Future Advances. This mortgage is given to secure not only the existing Indebtedness, but also future advances (whether such advances are obligatory or are to be made a: the option of Lender, or otherwise) made by Lender pursuant to the Loan Agreement and as evidenced by the Note, to the same extent as 16 such future advances were made on the date of the execution of this hortgage. The total amount of the Indebtedness that may be so secured may decrease or increase from time to time, but shall in no event exped the amount of \$600,000.00.
- (17) Whenever mortgagee's consent is required, said consent shall not be unreasonably withheld.

IN WITHESS WHEREOF, the undersigned has caused these presents to be signed by its \_\_\_\_\_\_ President, and its corporate seal to be hereunto affixed and attested to by its \_\_\_\_\_\_ Secretary, this 28th day of JUNE A.D. 1991

BCKCO CONSTRUCTION, INC.

ATTEST: Herrs. Secretary

HARY ECK ANDERSON President

ATTEST: Herrs. Secretary

the Mortgagee shall be sutherized and empowered, at its option and without affecting the lien nereby created or the priority of said lien, to declare vithout notice wil sums secured hereby immediately due and payable.

- (9) The Mortgagor heraty valves ear all rights of redemption from sall under any order or derive of forestaure of this mortgage for its own behalf and on behalf of each and every person, except derives or judgment creditors of the Horugagor, adjusting any interest in or title to the seitested presides subsequent to the date of this mortgager
- (16) In the event the Herrgagor shart rurther encumber the moregagos shart the coverty in any sacunt, then if the covershall be done, it shall constitute a default because the mortgage:
- (11) The understand represents and agreed that this martgage and the name seasonal thereig, is to be constraint and governed by the laws of the darks of thisoas, and that the entire proceeds or the note shall be and for business purposes as defined in Sec. 644 (1)(a) of Chapter 17 of one filling revised stabules;
- (13) The wibla mortgage secures obligation latured for the construction of an improvement on the land mortgaged herein and constitutes a "construction mortgage" within the maximum of Section 9-313(1)(c) of the lilinois Uniform Comarinal Code)
- (13) hefers redeasing this mortgade, the Hortgadee or its successors shall receive for its norvices o ree as determined by this reheduly in extent when the Celeane Deca is issued.
- (14) Thir softgine is subject to this and conditions being their derigin commitment for the most gode loss seeds by FIRST BAVIHOS AND LOAR ASSOCIATION OF SOUTH HOLDAND . HOSSE CONSTRUCTION, 1805.
- (15) The term of this loan may be extended at the option of one Rotrover for an edditional twelve (17) month term, provided that Borrower is not then the color default before the color any loan document.
- (10) Fugger Advances. This morngage is given to secure not only the existing indebtedness, but also furnes advances (whether such advances are obligatory or are to be under at the option of bender, or otherwise) made it batcher pursuant to the Line Agreement and as evidenced by the first, so the same extent as it such furne advances were made on the care as the overtion of this Mortgage. The total amount of the independence of the possessing or increase from the tens, but shall in no event exceed the amount of \$880.000.00.
- (17) W. w. les mertyagee's content is required, said consent shall not be unreseanably untable.

these presents to be	undersigned has consect	IN WITHPOS BHEREOF, the
corporate seal to be	President, and its	signed by its
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	x of Tune 3.0. 1991	Secretary, this <u>28th da</u>

BOKCO CONSTRUCTION INC.

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# UNOFFICIAL<sub>1</sub>COPY 8

STATE OF ILLINOIS )
) SS
COUNTY OF COK
TITLES STOR NO CONTON
I, EILEEN ATA MC GONIGAL , a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT MARY ECK
said county, in the state aforesaid, bu Hereby Certify That Mary ECK
ANDERSON, President of the <u>ECKCO CONSTRUCTION</u> , INC. and
known to me to be the same person(s) whose name(s) (is)(are)
subscribed to the for going instrument as such
President, and Secretary, respectively, appeared
before me this day in person and acknowledged that THEY signed, sealed
and delivered the said instrument as THEIR free and voluntary act and
as the free and voluntary acc of said Company, for the uses and
purposes therein set forth; and the said Secretary
purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate
seal of said Company, did affix the corporate seal of said Company to
said instrument as his own free and voluntary act and as the free and
voluntary act of said Company, for the uses and purposes therein set
forth, including the release and waiver of the right of homestead.
GIVEN under my hand and Notarial Seal, chip 28TH day of
JUNE A.D. 19 <u>91</u>
Francis W. C. Janear V.
Notary Amblic
My commission expires OCTOBER 25, 1993
*CONNECTAL SEASON
CONSTRUCT MARKET

Mail to Boy 333 Just South South Street

475 & 162Nd Street

South Solland Del

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