

MORTGAGE

\$ 16.00

This Mortgage made and entered into this 29th day of August, 1991, by and between L B PROPERTIES INC., an Illinois Corporation, with principal offices at 115 East South Street, Galesburg, Illinois 61401 (hereafter referred to as "Mortgagor"), and AMCORE BANK N.A., STERLING, with offices located at 302 First Avenue, Sterling, IL 61081 (hereafter referred to as "Mortgagee");

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, Mortgagor does hereby mortgage, warrant, grant, assign and convey unto the Mortgagee, its successors and assigns, all of the following described real estate, situated in COOK COUNTY, ILLINOIS:

Parcel 1: Lots 18 to 27, both inclusive, in Block 6 in Percy Wilson's Arterial Hill, being a Subdivision of the Southeast 1/4 of Section 17, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Vacated alley lying northeasterly and adjoining Lots 19 to 25 and southwesterly and adjoining Lot 27, in Block 6 in the aforesaid subdivision, all in Cook County, Illinois.

3217 401 018-027 Northwest Corner of Broadway + Carpenter, Chgo, Ill. Together with and including all buildings, all fixtures, including, but not limited to, all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning apparatus, elevators, equipment, appliances and machinery, whether now or hereafter existing thereon (the Mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues and profits of the above-described property, including, but not limited to, all rights to payment from contracts and contract rights (provided, however, that the Mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues and profits until default hereunder). To have and to hold the same unto Mortgagee and successors in interest of Mortgagee forever in fee simple or such other estate, if any, as stated herein.

The Mortgagor covenants that it is lawfully seized and possessed of and has the right to mortgage and convey the above-described real estate; that the same is free from all encumbrances, except easements of record and liens for current taxes; and that it hereby binds itself and its successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a Promissory Note dated May 10, 1991, in the principal sum of THREE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$310,000.00), signed by Mortgagor and Donald E. and Marie T. Fike.

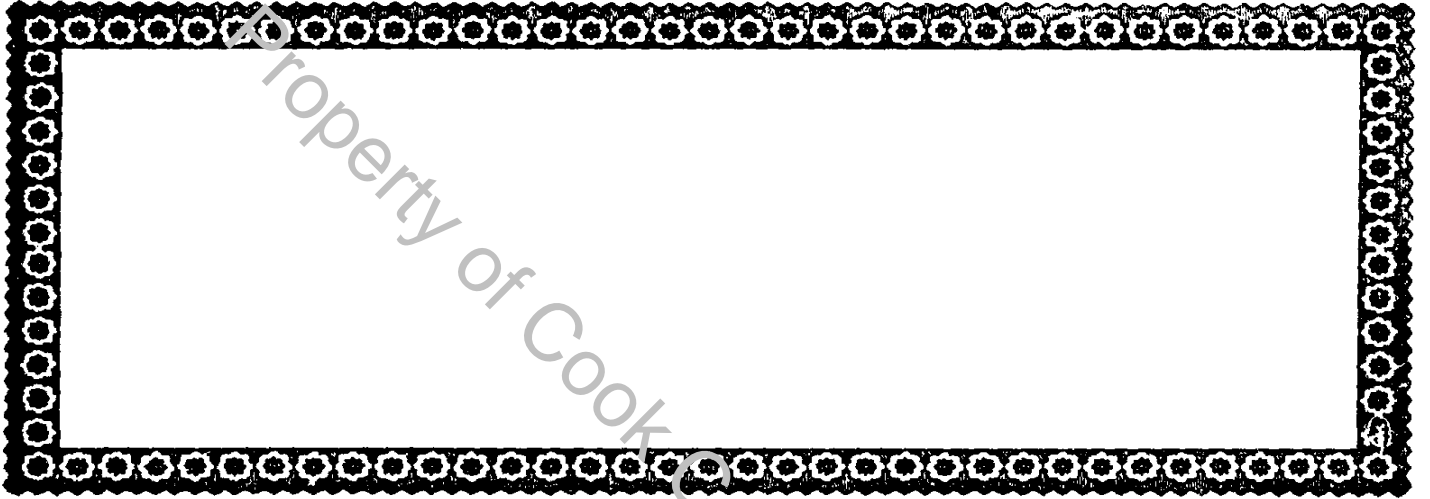
1. The Mortgagor covenants and agrees as follows:

- (a) It will promptly pay the indebtedness evidenced by said Promissory Note at the times and in the manner therein provided.
- (b) It will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said Mortgagee.
- (c) It will comply with all environmental obligations and requirements concerning the use, generation, transportation, treatment, handling, storage and disposal of toxic or hazardous waste and substances as set forth in the Term Loan Agreement executed in conjunction with the Note secured hereby.
- (d) It will pay all charges and expenses incurred for any improvements constructed on said real estate in a timely fashion and keep the real estate, buildings and improvements thereon free from mechanics' liens.
- (e) It will pay such expenses and fees as may be incurred in the

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protection and maintenance of said property, including the fees of any attorney employed by the Mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosed by Mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorney fees reasonably incurred in any other way shall be paid by the Mortgagor.

(f) The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said Promissory Note or any part thereof secured thereby.

(g) It will continuously maintain hazard insurance of such type or types and in such amounts as the Mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premium therefor. All insurance shall be carried in companies acceptable to the Mortgagee, and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. In the event of loss, Mortgagor will give immediate notice in writing to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In the event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or Mortgagee or, at the option of Mortgagee, may be surrendered for a refund.

(h) It will keep all buildings and other improvements on said real estate in good repair and condition, will permit, commit or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the Mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the Mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable.

(i) It will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the Mortgagee; and further, that it will keep and maintain the same free from the claim of all persons supplying labor or materials for reconstruction, improvements or remodeling of any buildings or improvements on said premises.

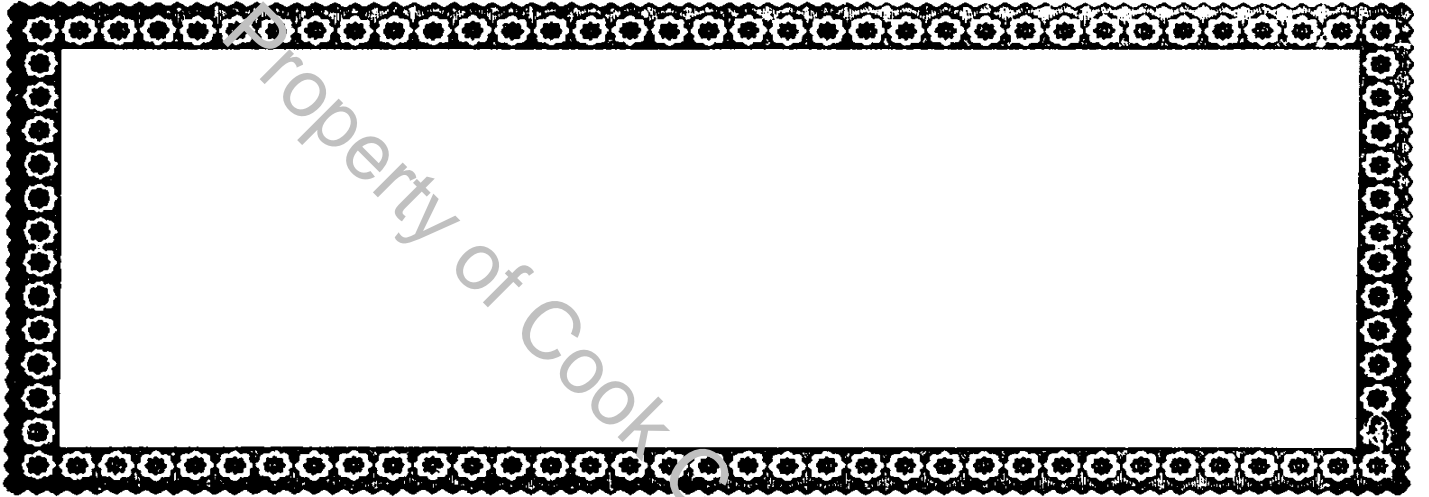
(j) It will not assign any part of the rents or other income of the mortgaged property to any third party or demolish, or remove, or substantially alter any building without written consent of Mortgagee.

(k) Mortgagor hereby assigns to Mortgagee the rents and profits of the property. Unless there is an agreement in writing otherwise between the parties, Mortgagor may collect and retain the rents as long as it is not in default. If Mortgagor is in default, Mortgagee or its agent or a court appointed receiver may take possession of the mortgaged premises and manage the property and collect the rents. Any rents the Mortgagee collects shall be applied first to the cost of managing the property, including court costs and attorney fees, commissions to rental agents and any other necessary related expenses. The remaining amount of rents will then be applied to payments on the secured debt as provided in Paragraph 3 of this Mortgage.

(l) All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of principal and interest of said Note, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

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are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of principal and interest of said Note, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

(m) The Mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

(n) Mortgagor, the real property, and the use thereof by Mortgagor and tenants of Mortgagor shall comply with all laws, rules, ordinances, building codes, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to Mortgagor, and the real property and its use, and Mortgagor shall pay all fees or charges of any kind in connection therewith. Mortgagor will not use or occupy or allow the use or occupancy of the real property in any manner which violates any applicable law, rule, regulation or order or which constitutes a public or private nuisance or which makes void, voidable or cancelable any insurance then in force with respect thereto.

2. If all or any part of the property, or interest therein, is sold or transferred without Mortgagee's written consent, the Mortgagee may, at its option, require immediate payment in full of all sums secured by this mortgage. If the Mortgagee exercises this option, the Mortgagee shall give the Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Mortgagor must pay all sums secured by this mortgage. If the Mortgagor fails to pay these sums prior to the expiration of this period, the Mortgagee may invoke any remedies permitted by this mortgage without further notice or demand on the Mortgagor.

3. Default in any of the covenants or conditions of this instrument or of the Note or Term Loan Agreement secured hereby shall terminate Mortgagor's rights to possession, use and enjoyment of the subject property, at the option of the Mortgagee or its assigns (it being agreed that Mortgagor shall have such right until default). Upon any such default, the Mortgagee shall become the owner of all rents, profits and other income of the mortgaged premises accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents, profits and other income. This instrument shall operate as an assignment of any rents, profits and other income of said property to that extent.

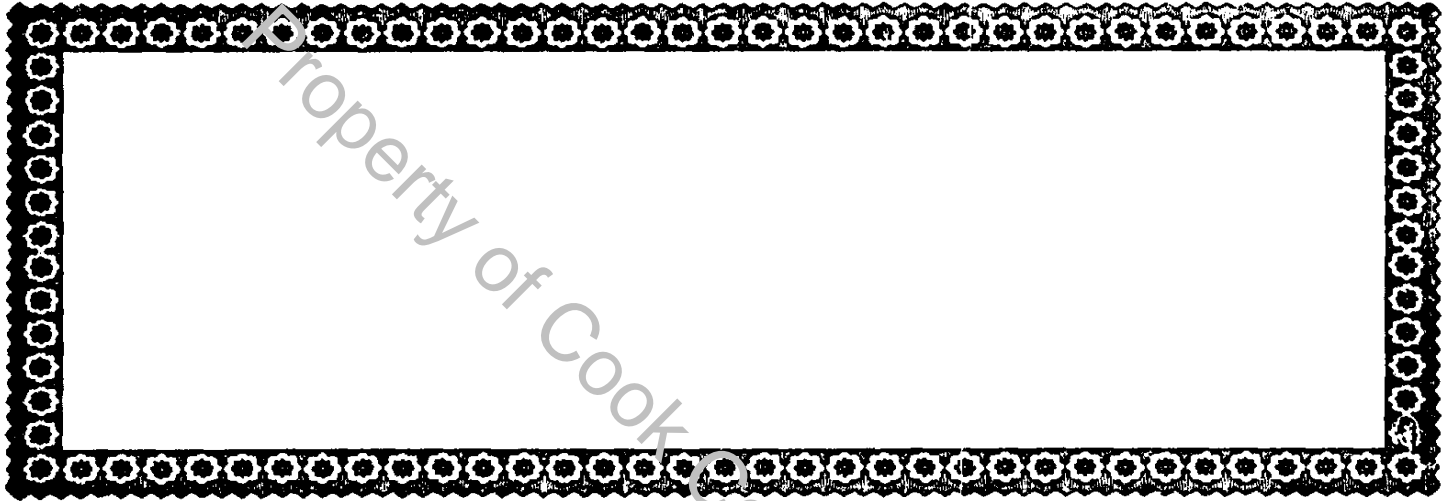
In the event of default, if Mortgagor shall for any reason fail to surrender or deliver the mortgaged premises or any part thereof to Mortgagee after Mortgagee's demand, Mortgagee may obtain a judgment or decree conferring on it the right to immediate possession or requiring Mortgagor to deliver immediate possession of all or part of the mortgaged premises to Mortgagee.

Upon every such entering and taking of possession, Mortgagee may hold, store, use, operate, manage, control and maintain the mortgaged premises and conduct the business thereof, and, (a) make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (b) insure or keep the mortgaged premises insured; (c) manage and operate the mortgaged premises and exercise all the rights and powers of Mortgagor in its name or otherwise with respect to the same; (d) enter into any and all agreements with respect to the same; and (e) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Mortgagee, all as Mortgagee may from time to time determine to be commercially reasonable; and Mortgagee may collect and receive all income, rents, profits, issues and revenues of the mortgaged premises, including the past due as well as those accruing thereafter and, after deducting (1) all expenses of taking, holding, managing and operating (including compensation for the services of all persons employed for such purposes), (2) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions, (3) the cost of insurance, (4) such taxes, assessments and other charges prior to the lien of this indenture as Mortgagee may determine to pay, (5) other property charges upon the mortgaged premises or any part thereof as Mortgagee shall determine to pay, (6) and the reasonable compensation and expenses of attorneys and agents of Mortgagee, the remainder of money so received by Mortgagee shall apply first to the payment of accrued interest and then to the payment of

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principal on the Note and other indebtedness secured hereby.

Whenever all such events of default have been cured or satisfied, Mortgagee shall surrender possession of the mortgaged premises to Mortgagor, provided that the right of Mortgagee to take possession from time to time, pursuant to this Paragraph 3, shall exist if any subsequent event of default shall occur and be continuing.

4. The Mortgagor covenants and agrees that if there shall be a failure to pay said indebtedness or any part thereof when due, or there shall be a failure to perform any covenant or agreement of this instrument or the Promissory Note secured hereby, or the Term Loan Agreement executed in this transaction, the entire indebtedness hereby secured shall immediately become due, payable and collectible without notice, except the notice required in Paragraph 3 of the Note, at the option of the Mortgagee or its assigns, regardless of maturity, and the Mortgagee or its assigns may before or after entry sell said property without appraisal (the Mortgagor having waived and assigned to the Mortgagee all rights of appraisal), at judicial or other sale pursuant to or permitted by the provisions of applicable Illinois Mortgage Foreclosure Law, or exercise any other remedy available to it under the Laws of the State of Illinois.

In the event of a sale as hereinbefore provided, the Mortgagor or any persons in possession under the Mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

5. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the Mortgagee for the purpose of protecting or maintaining said property, and reasonable attorney fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

6. In the event said property is sold at judicial foreclosure or other sale and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said Note, Mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal against those personally liable under the Note.

7. In the event Mortgagor or the beneficial owners of the mortgaged premises fail to pay any Federal, State or local tax assessment, income tax or other tax lien, charge, fee or other expense charged against said property, or fail to pay any premium for insurance required in this transaction, Mortgagee is hereby authorized, at its option, to pay the same. Any sums so paid by Mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said Note, subject to the same terms and conditions. If Mortgagor shall pay and discharge the indebtedness evidenced by said Promissory Note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees and expenses of making, enforcing and executing this mortgage, then this mortgage shall be canceled and surrendered.

8. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

9. No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage, or the Note or Term Loan Agreement executed in this transaction are intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. No act of the Mortgagee shall be construed as a waiver or as an election to proceed under any provisions herein or the other documents evidencing the loan or securing same to the exclusion of any other provisions, and Mortgagee shall have the right to exercise any and all rights and remedies severally or concurrently as it shall see fit.

10. Mortgagee may take or release other security, release any party primarily

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- 11. No waiver of any covenant herein or of the obligation secured hereby shall at anytime thereafter be held to be a waiver of the terms hereof or of the Note secured hereby.
- 12. A judicial decree, order or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude enforcement of remaining provisions or portions of this instrument.
- 13. Any written notice to be issued to Mortgagor pursuant to the provisions of this instrument shall be addressed to Mortgagor at 115 East South Street, Galesburg, IL 61401, and any written notice to be issued to the Mortgagee shall be addressed to Mortgagee at 302 First Avenue, Sterling, IL 61081.
- 14. Any indulgence or departure at anytime by Mortgagee from any of the provisions hereof, or of any obligation hereby secured, or failure to exercise rights and remedies shall not modify the same or relate to the future, or waive future compliance therewith by Mortgagor. This indenture may not be amended or modified except by a written instrument signed by the party against whom such amendment or modification is sought to be enforce.
- 15. In addition to being a Mortgage, this document shall also be considered a Security Agreement under the Uniform Commercial Code as to all fixtures contained on the mortgaged premises, and the Mortgagee shall have a security interest in and to all of said fixtures.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument on the day and year.

L B PROPERTIES, INC., an Illinois Corp.

By Donald E. Fike
President

ATTEST: Verna J. Cox
Secretary

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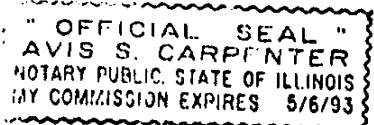
STATE OF ILLINOIS)
) SS. COOK COUNTY ILLINOIS
COUNTY OF KNOX) 1991 SEP 11 PM 3 05 91472021

I, the undersigned, a Notary Public in and for said County and State, Do Hereby Certify that DONALD E. FIKE, personally known to me to be the President of L B PROPERTIES, INC., an Illinois Corporation, and VERNA J. COX, personally known to me to be the Secretary of said Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument as President and Secretary of said Corporation and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29th day of August, 1991.

Avis S. Carpenter
Notary Public

Mail To: Tupper Title Co
331 Weinberg Arcade
P.O. Box 1465
Galesburg, IL 61402-1465



BOX 333

This Instrument Prepared by: Thomas Kavadas, Jr., Attorney at Law
205 Third Avenue, Sterling, IL 61081

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