

UNOFFICIAL COPY

Mortgage

THIS MORTGAGE is made on September 25 1991 between American National Bank & Trust Company of Chicago, personally, but as Trustee under a Trust Agreement dated 6/1 69 and 400 Central Ave Northfield, IL 60093. The Mortgagor is NBD Northfield Bank, a national state banking Corporation, with its principal office at 400 Central Avenue, Northfield, IL 60093.

The Mortgagor MORTGAGES CONVEYS AND WARRANTS to the Mortgagee real property and all the buildings, structures and improvements on it described and located in the City of Streamwood, State of Illinois.

Lot 1 in Block 501 in the Oaks Unit Number 3, being a resubdivision of Section "E" and "F" in the Oaks Unit Number 2, being a Subdivision of Part of the South West 1/4 of the South West 1/4 of Section 26, Township 41 North, Range 9 East of the Third Principal Meridian, in The Village of Streamwood, in Cook County, Illinois.

The Premises is commonly known as 501 Valley Lane, Streamwood, IL. A Parcel Identification No. 06-26-365-001-0000.

15.00

- The Premises shall also include all of the Mortgagee's right, title and interest in and to the following: (1) All easements, rights of way, utility, privileges and accommodations; (2) Land lying in the back of the Premises, the like, except proposed or vacated or any strip or gore, adjoining the Premises; (3) All machinery, apparatus, equipment, fixtures, and articles of personal property of every kind and nature whatsoever located now or hereafter in or on the Premises and used or useable in connection with any present or future operation of the Premises (all of which are called "Equipment"); (4) All taxes, assessments, and other charges levied against or imposed upon the Premises and the reasonable attorneys' and parafees, fees, costs and disbursements incurred by the Mortgagee in connection with the collection of any such award or payment; (5) All of the rents, issues and profits of the Premises under present or future leases, or otherwise.

COOK COUNTY, ILLINOIS

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Permitted Encumbrances: If the Premises are encumbered by Permitted Encumbrances, the Mortgagor shall perform all obligations and make arrangements as required by the Permitted Encumbrances. The Mortgagor shall provide copies of all writings pertaining to Permitted Encumbrances, and the Mortgagee is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

The Mortgage secures the obligations evidenced by: (1) The note, dated 9/25/91, in the principal amount of \$250,000.00, executed and delivered by ANB L/T # 10.00 Fixed, to the Mortgagee with interest at the per annum rate of Ten percent on the principal balance remaining from time to time unpaid. Interest after default or maturity of the note, when or by acceleration or otherwise, on the principal balance of the note remaining from time to time unpaid, shall be at the per annum rate of Fifteen percent, and (2) the guaranty of the note, dated 9/25/91, executed and delivered to the Mortgagee, and

LIMITATION ON AMOUNT SECURED BY MORTGAGE: Notwithstanding anything to the contrary contained in this Mortgage, the amount secured by this Mortgage shall not exceed the principal sum of \$ 250,000.00 at any one time outstanding.

FUTURE ADVANCES AND CROSS LIEN: This Mortgage shall secure all future advances and cross liens made by the Mortgagee to the Mortgagor, and the Mortgagor shall be liable for the same. The Mortgagee shall not be bound to advance any money to the Mortgagor, and the Mortgagor shall not be bound to accept any advance of money from the Mortgagee.

Upon the request of the Mortgagee, the Mortgagor shall immediately furnish to the Mortgagee all notices due and receipts evidencing payment. The Mortgagor shall promptly notify the Mortgagee of any lien on all or any part of the Premises and shall promptly discharge any unperfected lien or encumbrance.

PAYMENT OF DEBT PERFORMANCE OF OBLIGATIONS: The Mortgagor shall pay the principal and interest on the note and all other obligations secured by this Mortgage, and shall perform all other obligations as required by the note and all other instruments in connection with this Mortgage, and shall pay the same when due.

CHANGE IN TAXES: In the event of the passage of any law or regulation, state or federal or municipal, subsequent to the date of this Mortgage, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the entire principal secured by this Mortgage and all interest accrued shall become due and payable immediately at the option of the Mortgagee.

TAXES: The Mortgagor shall pay, or cause to be paid, all taxes, assessments, and other charges levied against or imposed upon the Premises and the reasonable attorneys' and parafees, fees, costs and disbursements incurred by the Mortgagee in connection with the collection of any such award or payment.

INSURANCE: Until the Debt is fully paid, the Mortgagor shall keep the Premises and the present and future buildings and other improvements on the Premises constantly insured for the benefit of the Mortgagee against fire and such other hazards and risks customarily covered by the standard form of fire and theft coverage endorsement available in the State of Illinois, including risks of vandalism and malicious mischief, and shall further provide third insurance of the Premises are situated in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued under it.

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REMEDIES UPON DEFAULT Upon the occurrence of any of the events or default set forth in this Mortgage... the obligations shall become immediately due and payable...

REPRESENTATIONS. If the Mortgagor is a corporation, it represents that it is a corporation duly organized, existing and in good standing under the laws of its state of incorporation...

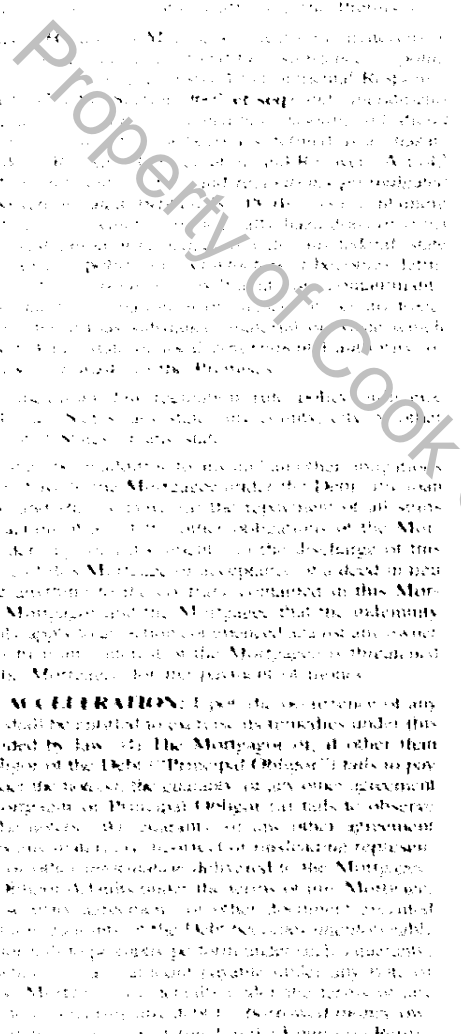
NOTICES. Notices from one party to another relating to this Mortgage shall be deemed effective if made in writing, including telecommunication and delivered to the recipient's address, fax number or telephone number set forth above by any of the following means...

REPRESENTATIONS. If the Mortgagor is a corporation, it represents that it is a corporation duly organized, existing and in good standing under the laws of its state of incorporation...

THE MORTGAGE. This Mortgage is made in full satisfaction of the Mortgage... THE MORTGAGE. This Mortgage is made in full satisfaction of the Mortgage...

EVENTS OF DEFAULT ACCELERATION. Upon the occurrence of any of the following, the Mortgagor shall be entitled to exercise its remedies under this Mortgage or as otherwise provided by law...

REPRESENTATIONS. If the Mortgagor is a corporation, it represents that it is a corporation duly organized, existing and in good standing under the laws of its state of incorporation...



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My Commission Expires

Given under my hand and notarial seal this

association, as trustee, for the uses and purposes therein set forth

to said corporation, as trustee, for the uses and purposes therein set forth
and the fact that the said corporation is a corporation organized under the laws of the State of Illinois and that the said corporation is authorized to do the business therein set forth in its articles of incorporation and its charter as filed with the Secretary of State of the State of Illinois and that the said corporation is a corporation organized under the laws of the State of Illinois and that the said corporation is authorized to do the business therein set forth in its articles of incorporation and its charter as filed with the Secretary of State of the State of Illinois

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of said corporation, as trustee, for the uses and purposes therein set forth
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of
County of
State of Illinois

My Commission Expires

Given under my hand and notarial seal this

and voluntarily act for the uses and purposes therein set forth
instrument, appeared before me this day in person, and acknowledged that
personally known to me to be the same persons whose names are set forth in the instrument referred to in the foregoing instrument and that the said persons are the same persons whose names are set forth in the instrument referred to in the foregoing instrument and that the said persons are the same persons whose names are set forth in the instrument referred to in the foregoing instrument

County of
State of Illinois

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American National Bank & Trust Co. of Chicago
Notarially for as Trustee under a Trust Agreement dated
6/1 69
28457

60217016

Property of Cook County Clerk's Office

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THIS MORTGAGE is made on September 25, 1991 between American National Bank & Trust Company of Chicago (the "Mortgagor") and NBD Northfield Bank (the "Mortgagee")

FD
602
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D-7

15.00

The Mortgagor MORTGAGES, CONVEYS AND WARRANTS to the Mortgagee real property and all the buildings, structures and improvements on it described as: Land located in the City of Streamwood, Cook County, Illinois, State of Illinois. Lot 1 in Block 501 in the Oaks Unit Number 3, being a resubdivision of Section "E" and "F" in the Oaks Unit Number 2, being a Subdivision of Part of the South West 1/4 of the South West 1/4 of Section 26, Township 41 North, Range 9 East of the Third Principal Meridian, in The Village of Streamwood, in Cook County, Illinois.

(the Premises") Commonly known as 5011 Valley Lane, Streamwood, IL Tax Parcel Identification No. 06-26-365-001-0000

- (1) All easements, rights of way, licenses, privileges and benefits...
(2) Land lying in the bed of any road, or of the lake, opened, proposed or vacated...
(3) All machinery, apparatus, equipment, fittings, fixtures, and articles of personal property...
(4) All mineral, oil, gas and water rights, royalties, water and water stock...
(5) All awards or payments including interest made as a result of the exercise of the right of eminent domain...
(6) All of the rents, issues and profits of the Premises under present or future leases...

The Premises are unencumbered except as follows:

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Permitted Encumbrances: If the Premises are encumbered by the permitted Encumbrances, the Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances.

This Mortgage secures the indebtedness or obligation evidenced by: (i) The notes dated 9/25/91 in the principal amount of \$250,000.00 respectively, maturing on 8/25/96 executed and delivered by ANB L/T # to the Mortgagee with interest at the per annum rate of Ten percent (10.00%) Fixed on the principal balance remaining from time to time unpaid. Interest after default or maturity of the note... (ii) the guaranty of the debt of executed and delivered by to the Mortgagee; and (iii) including any extensions, renewals, modifications or replacements without limit as to the number or frequency (the "Debt").

LIMITATION ON AMOUNT SECURED BY MORTGAGE: Notwithstanding anything to the contrary contained in this Mortgage, the amount secured by this Mortgage shall not exceed the principal sum of \$ 250,000.00 at any one time outstanding.

FUTURE ADVANCES AND CROSS LIEN: The Debt shall also include all other present and future, direct and indirect obligations and liabilities of the Mortgagor, or any one or more of them, with or without others, to the Mortgagee. This shall not apply to any obligation or debt incurred for personal, family or household purposes unless the note or guaranty expressly states that it is secured by this Mortgage.

CHANGE IN TAXES: In the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date of this Mortgage in any manner changing or modifying the laws now in force governing the taxation of mortgages...

INSURANCE: Until the Debt is fully paid, the Mortgagor shall keep the Premises and the present and future buildings and other improvements on the Premises constantly insured for the benefit of the Mortgagee against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State of Illinois...

PAYMENT OF DEBT: PERFORMANCE OF OBLIGATIONS: The Mortgagor shall promptly pay when due, whether by acceleration or otherwise, the Debt for which the Mortgagor is liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any loan documents evidencing the Debt.

TAXES: The Mortgagor shall pay when due and before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions and other charges which may become a lien prior to this Mortgage. Should the Mortgagor fail to make such payments, the Mortgagee may, at its option and at the expense of the Mortgagor, pay the amounts due for the account of

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BOX 333

for the uses and purposes therein set forth. GIVEN under my hand and notarial seal, this day of 1991 A.D. 19 [Signature]