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T#000001 TRAN 2441 10/17/91 11:06:00

T#0000 TRAN 2442 10/17/91 11:06:00

#1597 #1# # 91-542086

COOK COUNTY RECORDER

(Space above this line for recording purposes)

REAL ESTATE MORTGAGE To Secure a Loan From BRICKYARD BANK

1. DATE AND PARTIES. The date of this Real Estate Mortgage (Mortgage) is September 6, 1991, and the parties and their mailing addresses are the following:

MORTGAGOR:

SEYMOUR BRONN
4000 W. TOUHY AVE.
LINCOLNWOOD, ILLINOIS 60648
Social Security # 353-12-1089
HUSBAND OF ELAINE BRONN

ELAINE BRONN
4801 W. TOUHY AVE.
LINCOLNWOOD, IL 60648
Social Security # 348-16-0100
WIFE OF SEYMOUR BRONN

BANK:

BRICKYARD BANK
an ILLINOIS banking corporation
6670 N. Lincoln Ave.
Lincolnwood, Illinois 60645
Tax I.D. # 36-2993012
(as Mortgagor)

91542086

2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:

- A. A promissory note, No. 579136, (Note) dated September 6, 1991, with a maturity date of August 27, 1996, and executed by SEYMOUR BRONN and ELAINE BRONN (Borrower) payable in monthly payments to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$10,067.00, plus interest, and all extensions, renewals, modifications or substitutions thereof.
- B. All future advances by Bank to Borrower, to Mortgagor, to any one of them or to any one of them and others (and all other obligations referred to in the subparagraph(s) below, whether or not this Mortgage is specifically related to in the evidence of indebtedness with regard to such future and additional indebtedness).
- C. All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property (as herein defined) and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Mortgage, plus interest at the same rate provided for in the Note computed on a simple interest method.
- D. All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the extent the taking of the Property (as herein defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Mortgagor's, behalf as authorized by this Mortgage and liabilities as guarantor, endorser or surety of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.
- E. Borrower's performance of the terms in the Note or Loan, Mortgagor's performance of any terms in this Mortgage, and Borrower's and Mortgagor's performance of any terms in any deed of trust, any trust deed, any other mortgage, any deed to secure debt, any security agreement, any assignment, any construction loan agreement, any loan agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which secures, guarantees or otherwise relates to the Note or Loan.

However, this Mortgage will not secure another debt:

- A. if this Mortgage is in Borrower's principal dwelling and Bank fails to provide (to all persons entitled) any notice of right of rescission required by law for such other debt; or
- B. if Bank fails to make any disclosure of the existence of this Mortgage required by law for such other debt.

3. MAXIMUM OBLIGATION LIMIT. The total principal amount (plus all interest, attorneys' fees, paralegal fees, costs and other legal expenses) of the Obligations secured by this Mortgage, not including, however, any sums advanced for the protection of the Property or Bank's

Mortgage

09/06/91

Initials

BRONN, S & E

1/800/a

** READ FRONT AND BACK OF EACH PAGE FOR ANY REMAINING PROVISIONS **

PAGE 1

To the best of Mortgagor's knowledge, the Property does not contain hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagor makes this affirmative warranty fully intending Bank to rely upon it in extending the Loan to Borrower.

16. **SPECIAL INDEMNIFICATION.** Mortgagor agrees to protect, indemnify, defend and hold Bank harmless to the fullest extent possible by law and not otherwise, from and against all claims, demands, causes of action, suits, losses, damages (including, without limitation, punitive damages, if permitted by law), violations, environmental response and/or clean-up costs, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees, costs and expenses incurred in investigating and defending against the assertion of such liabilities, as such fees, costs and expenses are incurred, of any nature whatsoever, which may be sustained, suffered or incurred by Bank based upon, without limitation, the ownership and/or operation of the Property and all activities relating thereto; any knowing or material misrepresentation or material breach of warranty by Mortgagor; any violations of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and any other applicable federal, state or local rule, ordinance or statute; the clean-up or removal of hazardous waste or evaluation and investigation of the release or threat of release of hazardous waste; any loss of natural resources including damages to air, surface or ground water, soil and biota; and any private suits or court injunctions.
17. **INSPECTION BY BANK.** Bank or its agents may make or cause to be made reasonable entries upon the Property and inspect the Property provided that Bank shall make reasonable efforts to give Mortgagor prior notice of any such inspection.
18. **PROTECTION OF BANK'S SECURITY.** If Mortgagor fails to perform any covenant, obligation or agreement contained in the Note, this Mortgage or any loan documents or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, foreclosure, merger or an insolvency, housing or environmental code or law enforcement, or arrangements or proceedings involving a bankrupt or disordered, then Bank, at Bank's sole option, may make such appearances, disburse such sums, and take such action as is necessary to protect Bank's interest. Mortgagor hereby agrees to Bank any right Mortgagor may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance. Without Bank's prior written consent, Mortgagor will not partition or subdivide the Property. Without Bank's prior written consent, Mortgagor will not consent to the abandonment or termination of the condominium (except for abandonment or termination provided for by law following substantial destruction of the condominium improvements or taking by condemnation) any amendment to the declaration of condominium, bylaws, or rules and regulations of the condominium association, the termination of professional management of the condominium association (if any), or any action rendering the condominium association's public liability insurance unacceptable to Bank. Mortgagor shall take all actions reasonably necessary to ensure that the condominium association maintains a public liability insurance policy acceptable to Bank in form, amount, and extent of coverage.
19. **COLLECTION EXPENSES.** In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay all fees and expenses incurred by Bank. Such fees and expenses include but are not limited to filing fees, stenographer fees, witness fees, costs of publication, foreclosure minutes, and other expenses of collecting, enforcing and protecting the Property and Obligations. Any such collection expenses shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.
20. **ATTORNEYS' FEES.** In the event of any default or action by Bank for collection of the Obligations, for protection of the Property or for foreclosure, Mortgagor agrees to pay reasonable attorneys' fees, paralegal fees and other legal expenses incurred by Bank. Any such reasonable attorneys' fees shall be added to the principal amount of the Obligations, shall accrue interest at the same rate as the Obligations and shall be secured by this Mortgage.
21. **CONDEMNATION.** In the event all or any part of the Property (including but not limited to any easement thereon) is sought to be taken by private taking or by virtue of the law of eminent domain, Mortgagor will promptly give written notice to Bank of the institution of such proceedings. Mortgagor further agrees to notify Bank of any attempt to purchase or appropriate the Property or any easement thereon, by any public authority or by any other person or corporation claiming or having the right of eminent domain or appropriation. Mortgagor further agrees and directs that all condemnation proceeds or purchase money which may be agreed upon or which may be found to be due shall be paid to Bank as a prepayment under the Note. Mortgagor also agrees to notify the Bank of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part thereof. All awards payable for the taking of title to, or possession of, or damage to all or any portion of the Property by reason of any private taking, condemnation, eminent domain, change of grade, or other proceeding shall, at the option of Bank, be paid to Bank. Such awards or compensation are hereby assigned to Bank, and judgment therefor shall be entered in favor of Bank.

When paid, such awards shall be used, at Bank's option, toward the payment of the Obligations or payment of taxes, assessments, repairs or other items provided for in this Mortgage, whether due or not, all in such order and manner as Bank may determine. Such application or release shall not cure or waive any default. In the event Bank deems it necessary to appear or answer in any condemnation action, hearing or proceeding, Mortgagor shall hold Bank harmless from and pay all legal expenses, including but not limited to reasonable attorneys' fees and paralegal fees, court costs and other expenses.

22. **OTHER PROCEEDINGS.** If any action or proceeding is commenced to which Bank is made or chooses to become a party by reason of the execution of the Note, this Mortgage, any loan documents or the existence of any Obligations or in which Bank deems it necessary to appear or answer in order to protect its interests, Mortgagor agrees to pay and to hold Bank harmless for all liabilities, costs and expenses paid or incurred by Bank in such action or proceedings, including but not limited to reasonable attorneys' fees, paralegal fees, court costs and all other damages and expenses.
23. **WAIVER BY MORTGAGOR.** To the extent not specifically prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to:
- homestead;
 - exemptions as to the Property;
 - appraisalment;
 - marshalling of liens and assets; and
 - statutes of limitations.

In addition, redemption by Mortgagor after foreclosure sale is expressly waived to the extent not prohibited by law.

24. **PARTIAL FORECLOSURE.** In case of default in the payment of the Obligations or in case of payment by Bank of any tax, insurance premium, cost or expense or the filing, imposition or attachment of any lien, judgment or encumbrance, Bank shall have the right, without declaring the whole indebtedness due and payable, to foreclose against the Property or any part thereof on account of such specific default. This Mortgage shall continue as a lien on any of the property not sold on foreclosure for such unpaid balance of the Obligations.

25. **BANK MAY PAY.** If Mortgagor fails to pay when due any of the items it is obligated to pay or fails to perform when obligated to perform, Bank may, at its option:
- pay, when due, installments of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest senior to that of Bank's lien interest;
 - pay, when due, installments of any real estate tax imposed on the Property; or
 - pay or perform any other obligation relating to the Property which affects, at Bank's sole discretion, the interest of Bank in the Property.

Mortgagor agrees to indemnify Bank and hold Bank harmless for all the amounts so paid and for Bank's costs and expenses, including reasonable attorneys' fees and paralegal fees.

Such payments when made by Bank shall be added to the principal balance of the Obligations and shall bear interest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of this lien and shall be secured by this Mortgage, having the benefit of the lien and its priority. Mortgagor agrees to pay and to reimburse Bank for all such payments.

26. **GENERAL PROVISIONS.**

- TIME IS OF THE ESSENCE.** Time is of the essence in Mortgagor's performance of all duties and obligations imposed by this Mortgage.
- NO WAIVER BY BANK.** Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights, remedies, privileges or right to insist upon Mortgagor's strict performance of any provisions contained in this Mortgage, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank. The acceptance by Bank of any sum in payment or partial payment on the Obligations after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Bank's right to require full and complete cure of any existing default for which such actions by Bank were taken or its right to require prompt payment when due of all other remaining sums due under the Obligations, nor will it cure or waive any default not so promptly cured or any other defaults, or operate as a defense to any foreclosure proceedings or deprive Bank of any rights, remedies and privileges due Bank under the Note, this Mortgage, other loan documents, the law or equity.
- AMENDMENT.** The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed by Mortgagor and Bank.
- FURTHER ASSURANCES.** Mortgagor, upon request of Bank, agrees to execute, acknowledge, deliver and record or file such further instruments or documents as may be required by Bank to secure the Note or confirm any lien.
- GOVERNING LAW.** This mortgage shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise preempted by federal laws and regulations.
- FORUM AND VENUE.** In the event of litigation pertaining to this Mortgage, the exclusive forum, venue and place of jurisdiction shall be in the State of ILLINOIS, unless otherwise designated in writing by Bank or otherwise required by law.
- SUCCESSORS.** This Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties, provided however, that Mortgagor may not assign, transfer or delegate any of the rights or obligations under this Mortgage.
- NUMBER AND GENDER.** Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- DEFINITIONS.** The terms used in this Mortgage, if not defined herein, shall have their meanings as defined in the other documents executed contemporaneously, or in conjunction, with this Mortgage.
- PARAGRAPH HEADINGS.** The headings at the beginning of any paragraph, or any sub-paragraph, in this Mortgage are for convenience only and shall not be operative in interpreting or construing this Mortgage.
- IF HELD UNENFORCEABLE.** If any provision of this Mortgage shall be held unenforceable or void, then such provision shall be severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Mortgage.
- CHANGE IN APPLICATION.** Mortgagor will notify Bank in writing prior to any change in Mortgagor's name, address, or other application information.
- NOTICE.** All notices under this Mortgage must be in writing. Any notice given by Bank to Mortgagor hereunder will be effective upon personal delivery or 24 hours after mailing by first class United States mail, postage prepaid, addressed to Mortgagor at the address indicated below Mortgagor's name on page one of this Mortgage. Any notice given by Mortgagor to Bank hereunder will be effective upon receipt by Bank at the address indicated below Bank's name on page one of this Mortgage. Such addresses may be changed by written notice to the other party.
- FILING AS FINANCING STATEMENT.** Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the ILLINOIS Uniform Commercial Code. A carbon, photographic or other reproduction of the Mortgage is sufficient as a financing statement.

27. **ACKNOWLEDGMENT.** By the signature(s) below, Mortgagor acknowledges that this Mortgage has been read and agreed to and that a copy of this Mortgage has been received by the Mortgagor.

MORTGAGOR:


SEYMOUR BRONN
Individually


ELAINE BRONN
Individually

91542080

91542086

UNOFFICIAL COPY

Property of Cook County Clerk's Office

THIS IS THE LAST PAGE OF A 6 PAGE DOCUMENT. EXHIBITS AND/OR APPENDAS MAY FOLLOW.
Please return this document after recording to BRICKYARD BANK, 6670 N. Lincoln Ave., Lincolnwood, Illinois 60445.
This document was prepared by BRICKYARD BANK, 6670 N. Lincoln Ave., Lincolnwood, Illinois 60445.

OFFICIAL SEAL
BARBARA ROEDER
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES APR. 12, 1993

NOTARY PUBLIC
Barbara Roeder

My commission expires
4/12/93

STATE OF ILLINOIS
COUNTY OF COOK
On this 6th day of April 1991, *Barbara Roeder*
BARBARA ROEDER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

OFFICIAL SEAL
BARBARA ROEDER
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES APR. 12, 1993

NOTARY PUBLIC
Barbara Roeder

My commission expires
4/12/93

STATE OF ILLINOIS
COUNTY OF COOK
On this 6th day of April 1991, *Barbara Roeder*
BARBARA ROEDER, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

6600 ST 6

This EXHIBIT "A" is referred to in and made a part of that certain Mortgage (Mortgage) dated September 6, 1991, by and between the following parties:

MORTGAGOR:

SEYMOUR BRONN
4000 W. TOUHY AVE.
LINCOLNWOOD, ILLINOIS 60048
Social Security # 353-12-1909
HUSBAND OF ELAINE BRONN
ELAINE BRONN
4801 W. TOUHY AVE.
LINCOLNWOOD, IL 60648
Social Security # 348-18-0100
WIFE OF SEYMOUR BRONN

BANK:

BRICKYARD BANK
an ILLINOIS banking corporation
6670 N. Lincoln Ave.
Lincolnwood, Illinois 60645
Tax I.D. # 36-2993012
(as Mortgagor)

The properties hereinafter described are those properties referred to in the Mortgage as being described in Exhibit "A":

PARCEL 1: UNIT NO. 814 IN LINCOLNWOOD SUITES CONDOMINIUM AS DELINEATED IN A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (HEREAFTER REFERRED TO AS PARCEL): THAT PART OF THE NORTH 1/2 (EXCEPT THE SOUTH 420 FEET AND EXCEPT THE WEST 23 FEET TAKEN FOR KILPATRICK AVENUE AND THE NORTH 40 FEET TAKEN FOR TOUHY AVENUE) OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE RAILROAD RIGHT OF WAY IN COOK COUNTY, ILLINOIS. ALSO THAT PART OF THE WESTERLY 15.0 FEET OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY IN THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, SAID POINT BEING 40 FEET SOUTH OF THE CENTER LINE OF TOUHY AVENUE; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, 20 FEET; THENCE EASTERLY AT RIGHT ANGLE TO SAID RIGHT OF WAY LINE 15 FEET; THENCE NORTHERLY PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE 106.39 FEET TO A POINT 40 FEET SOUTH OF THE CENTER LINE OF TOUHY AVENUE; THENCE WEST ALONG THE SOUTH LINE OF TOUHY AVENUE 18.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE CONDOMINIUM DECLARATION MADE BY THE EXCHANGE NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER 28514 DATED OCTOBER 15, 1974 WHICH CONDOMINIUM DECLARATION IS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT 23543366 TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. PARCEL 2: EASEMENT FOR PARKING PURPOSES FOR THE BENEFIT OF PARCEL 1 IN AND TO PARKING SPACE B3 AS DELINEATED AND SET FORTH IN SAID DECLARATION OF CONDOMINIUM PIN # 10-34-102-022-1097

91512086

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