

# UNOFFICIAL COPY

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THIS MORTGAGE, made at Buffalo Grove, Illinois this 21st day of December, 1990, by and between Emilio J. and Patricia A. Solans, his wife, in joint tenancy (hereinafter, whether one or more, called the "Mortgagor"), and First Midwest Bank, N.A. a national banking association, having its principal office at 555 W. Dundee Road, Buffalo Grove, Illinois 60089 (hereinafter called the "Mortgagee")

\$17.50

DEMOTGAGORING  
T:5555 TRAN 0722 10/18/91 09:27:00  
#1473 + E \* - 91-546007  
COOK COUNTY RECORDER

### WITNESSETH:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee, which said indebtedness is evidenced by one certain installment note (the "Note") of the Mortgagor, of even date herewith, made payable to the order of First Midwest Bank, N.A. a national banking association, and delivered, in the amount of one hundred ninety thousand and No/100 Dollars (\$190,000.00) and providing for interest on the unpaid balance thereof at the rate specified therein, all payable in installments as provided in the Note, with a final payment of principal and interest due, if not sooner prepaid in accordance with the prepayment privilege therein contained, on December 21, 1990. All of said principal and interest is payable in lawful money of the United States of America at the office of First Midwest Bank, N.A. or at such place as the legal holder of the Note may from time to time appoint in writing.

NOW, THEREFORE, for the purpose of securing the payment of the principal of and interest on the Note and the performance of the covenants and agreements herein contained to be performed by the Mortgagor, the Mortgagor hereby conveys and warrants unto the Mortgagee, its successors and assigns, the following described real estate situated in the County of Cook and State of Illinois, to-wit:

THAT PART OF LOT 3 IN GEISLER'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 27, THE SOUTHEAST QUARTER OF SECTION 28, THE NORTHEAST QUARTER OF SECTION 33, AND THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF QUINTENS ROAD 20.24 FEET NORTH OF THE SOUTH LINE OF THE AFORESAID LOT 3, THENCE WEST AND PARALLEL WITH THE SAID SOUTH LINE OF LOT 3, A DISTANCE OF 75.50 FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF QUINTENS ROAD, A DISTANCE OF 107.29 FEET; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF LOT 3 A DISTANCE OF 75.50 FEET TO THE WEST LINE OF QUINTENS ROAD; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 107.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N NO. 02-33-201-072 5795 N Corona, Palatine, IL.

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, awnings, stoves, water heaters, built-in ovens, washers, dryers and disposal units. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises shall be considered as constituting part of the real estate, and all of which, together with the real estate are hereinafter sometimes referred to as the "premises" or the "mortgaged property."

TO HAVE AND TO HOLD the mortgaged property unto the Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, hereby releasing and waiving all rights of the Mortgagor under and by virtue of the Homestead Exemption Laws of the State of Illinois in and to the premises hereby conveyed.

Mortgagor covenants and agrees:

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1. Mortgagor shall (i) promptly repair, restore or rebuild any buildings or improvements now or hereafter constituting part of the premises which may become damaged or be destroyed (unless Mortgagee shall elect to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage); (ii) keep the premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (iii) pay, when due, any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (iv) complete, within a reasonable time, any building or buildings or other improvements now or at any time in process of erection upon the above described real estate; (v) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (vi) make no material alterations or additions to the premises except as required by law or municipal ordinance or as consented to in writing by Mortgagee, but in no event suffer or permit any removal

THIS DOCUMENT IS BEING RECORDED TO CORRECT LEGAL AND PIN AND TO PROPERLY PLACE MORTGAGE AND ASSIGNMENT OF RECORD.

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(iii) the current leases are valid and enforceable in accordance with their terms and shall remain in full force and effect irrespective of any merger of the interest of lessor and lessee thereunder;

(iv) if any of the current leases provides for the abatement of rent during repair of the demised premises by reason of fire or other casualty, the undersigned shall furnish rental insurance to Mortgagee in amount and form and written by insurance companies as shall be satisfactory to Mortgagee;

(v) the undersigned shall not hereafter terminate, modify or amend any of the current leases or any of the terms thereof without the prior written consent of Mortgagee and any attempted termination, modification or amendment of said leases, or any one of them, without such written consent shall be null and void;

(vi) the undersigned or the beneficiaries of the undersigned shall perform all of the undersigned's covenants and agreements as lessor under each of the current leases and shall not suffer or permit to occur, any release of liability of the lessee therein, or any right of the lessee therein to withhold payment of rent;

(vii) if so requested by the Mortgagee after default under the current leases, the undersigned or the beneficiaries of the undersigned shall enforce any one or several of the current leases and all remedies available to the undersigned against the lessee therein named.

Nothing herein contained shall be construed as constituting the Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the premises by the Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by the undersigned.

The undersigned further agrees to execute and deliver immediately upon the request of the Mortgagee, all such further assurances and assignments in the Premises as the Mortgagee shall from time to time reasonably require.

Although it is the intention of the parties that this assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless one of the following events shall occur, which shall constitute Events of Default hereunder: default shall be made in the payment of interest or observance of any of the agreements or conditions in the Mortgage or default shall be made in the performance or observance of any of the conditions or agreements hereunder or a default in any instrument now or at any time securing the Note or the debt evidenced thereby or by any extension thereof, and, in each instance, all applicable grace periods, if any, shall have expired, and nothing herein contained shall be deemed to affect or impair any rights which the Mortgagee may have under said Note and Mortgage or any other instrument herein mentioned.

In any case in which under the provisions of the Mortgage the Mortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of the Mortgagee, the undersigned agrees to surrender to the Mortgagee and the Mortgagee shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agents or attorneys, and Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the undersigned or then owner of the Premises relating thereto, and may exclude the undersigned, its agents or servants, wholly therefrom and may as attorney in fact or agent of the Mortgagee, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed

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proper or necessary to enforce the payment of security of the avals, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorations, renewals, replacements, alterations, betterments and improvements to the Premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Mortgage's possession, operation and management thereof and to receive all such avals, rents, issues and profits.

The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to the Premises, and the undersigned shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should the Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands the undersigned agrees to reimburse the Mortgagee for the amount thereof, including direct costs, direct expenses and reasonable attorney's fees, immediately upon demand.

The Mortgagee in the exercise of the rights and powers conferred upon it by this assignment shall have full power to use and apply the avals, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

- (a) To the payment of the operating expenses of the Premises, including cost of management and levying thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, its management be delegated to an agent or agents), and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, establishing claim for damages, if any and premiums on insurance hereinabove authorized;
- (b) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises;
- (c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the Premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Premises in such condition as will, in the reasonable judgment of the Mortgagee, make it readily rentable;
- (d) To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

The undersigned further specifically and irrevocably authorizes and instructs each and every present and future lessee or tenant of the whole or any part of the Premises to pay all unpaid rental agreed upon in any tenancy to the Mortgagee upon receipt of demand from said Mortgagee to pay the same.

It is understood and agreed that the provisions set forth in the assignment herein shall be deemed a special remedy given to the Mortgagee, and shall not be deemed exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted and elsewhere granted in any instrument securing the Note, all of which remedies shall be enforceable concurrently or successively.

Wherever the word "undersigned" is mentioned herein, it is hereby understood that the same includes and shall be binding upon successors and assigns (including successors by consolidation) of the undersigned, and any

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Title: \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Patricia A. Solans

By: \_\_\_\_\_

Emilio J. Solans

By: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 21st of December, 1990.

It is expressly understood that no judgement or decree which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by the Mortgage, in whatever form the said indebtedness may be until the indebtedness secured by the Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the property, or by the undersigned, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

Note. party or parties holding any right, title or interest in the premises by, through or under the undersigned. All of the rights, powers, privileges and immunities herein granted and assigned to the Mortgagee shall also inure to its successors and assigns, including all holders, from time to time, of the

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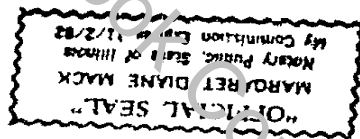
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My Commission Expires:

NOTARY PUBLIC

*Margaret Diane Mack*

day of December, A.D. 1990

GIVEN under my hand and notarial seal, this 21st

purposes therein set forth.

as free and voluntary act, for the uses and

signed, sealed and delivered the said instrument

before me this day in person, and acknowledge that they whose name(s) (is) (are) subscribed to the foregoing instrument, appeared

personally known to me to be the same person (s)

CERTIFY THAT Capital & Savings Bank of Chicago, Inc. a Notary Public in and for said County, in the State aforesaid, DO HEREBY

I, Margaret Diane Mack

COUNTY OF Cook

STATE OF ILLINOIS

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Edward B. + Grace to  
M. Mosk  
1st Midwest Bank  
555 W. Touhy Rd.  
Chicago, Ill. 60685



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Name of Tenant

Date of Lease

Schedule of Leases

EXHIBIT B

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