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REAL ESTATE MORTGAGE
To Secure a Loan
From BRICKYARD BANK

\$ 17.00

(Secured by a First Lien on Real Estate)

112-911-86-66

Property of Cook County Clerk's Office

DATE AND PARTIES: The date of this Real Estate Mortgage (Mortgage) is September 24, 1991 and the parties and their mailing addresses are the following:

MORTGAGOR

AMERICAN NATL BANK AS TRUSTEE UNDER T/A 01/2500-01
53 N. LA SALLE ST
CHICAGO ILLINOIS 60690

BANK

BRICKYARD BANK
an ILLINOIS banking corporation
6670 N. Lincoln Ave.
Chicago, Illinois 60645
Tel: (312) 367-2990
(as Mortgagee)

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PROPERTY SECURED: The term "obligations" is defined as and includes the following:

- 1. A promissory note No. 173007 (Note) dated September 24, 1991 with a maturity date of September 28, 1996 and executed by BARRY WILHELM and JANE E. KIRSCHENBAUM (Borrower) payable in monthly payments to the order of Bank, which evidences a loan to the Borrower in the amount of \$96,830.82, plus interest and all extensions, renewals, modifications or substitutions thereof.
- 2. All future advances by Bank to Borrower (whether or not this Mortgage is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness).
- 3. All additional amounts advanced and expenses incurred by Bank for the purpose of insuring, preserving or otherwise protecting the Property and taxes, delinquent and its value, and any other sums advanced and expenses incurred by Bank pursuant to this Mortgage, plus interest at the rate provided for in the Note computed on a simple interest method.
- 4. 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 provided by law, including but not limited to liabilities for overdrafts, all advances made by Bank on its own and as Mortgagee's behalf as authorized by this Mortgage and liabilities as guarantor, endorser or surety of Borrower to Bank due to become due direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several.
- 5. Borrower's performance of the terms in the Note or Loan, Mortgagee's performance of any terms in this Mortgage, and Borrower's and Mortgagee'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. 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.
- B. If Bank fails to make any disclosure of the existence of this Mortgage required by law for such other debt.

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 interest therein, shall not exceed the sum of \$96,830.82, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amounts.

GRANT: In order to enable Bank to make the loan to Borrower and any extensions and renewals, and to secure the Obligations (which includes the Note) according to its specific terms and the obligations in the Mortgage, Mortgagee hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgagee, the following described property (Property) situated in COOK County ILLINOIS, to-wit:

UNOFFICIAL COPY

- EVENTS OF DEFAULT Mortgagee shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default):
- A Failure by any party obligated on the Obligations to make payment when due; or
 - B A default or breach by Borrower, Owner or any co-signer, endorser, surety, or guarantor under any of the terms of the Mortgage, the Note, any constitution loan agreement or other loan agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing, guaranteeing, securing or otherwise relating to the Obligations; or
 - C The making or furnishing of any verbal or written representation, statement or warranty to Bank which is or becomes false or incorrect in any material respect by or on behalf of Mortgagee, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or
 - D Failure to obtain or maintain the insurance coverages required by Bank, or insurance as is customary and proper for the Property (as herein defined); or
 - E The death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary liquidation or reorganization of, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagee, Borrower, or any one of them.

7. ASSIGNMENT OF LEASES AND RENTS. Mortgagee hereby absolutely assigns as additional security all present and future leases, rents, issues and profits. Mortgagee also covenants and agrees to keep, observe and perform, and to require that the tenant keep, observe and perform, all of the covenants, agreements and provisions of any present or future leases of the Property, with any such lease covenants, agreements and provisions. Any sums expended by Bank in performance or compliance therewith or in enforcing such performance or compliance with the covenants, agreements and provisions shall be deemed a part of the debt and Obligations and shall be recoverable as such in all respects. In addition to the covenants and terms herein contained and not in limitation thereof, Mortgagee covenants that Mortgagee will not in any case cancel, abridge or otherwise modify termination, subordination, lease or sublease of the Property or accept payment of installment of rent to become due hereunder. The Obligations shall become due at the option of Bank if Mortgagee fails or refuses to comply with the provisions of this paragraph. Each lease of the Property shall provide that, in the event of enforcement by Bank of the remedies provided for by law or by the Mortgage, any person succeeding to the interest of Mortgagee as a result of such enforcement shall not be bound by any payment of rent or additional rent for more than one month in advance. All leases made with tenants of the Property shall provide that their lease securities shall be treated as trust funds not to be commingled with any other funds of Mortgagee and Mortgagee shall on demand furnish to Bank satisfactory evidence of compliance with this provision together with a verified statement of all lease securities deposited by the tenants and copies of all leases.

6. CORPORATE WARRANTIES AND REPRESENTATIONS. Mortgagee makes to Bank the following warranties and representations which shall continue so long as the Obligations remain outstanding:

- A Mortgagee is a corporation which is duly organized and validly existing in the State as represented in the DATE AND PARTIES paragraph above. Mortgagee is in good standing under the laws of all States in which Mortgagee transacts business. Mortgagee has the corporate power and authority to own the Property and to carry on its business as now being conducted. Mortgagee is qualified to do business in every jurisdiction in which the nature of its business or its property makes such qualification necessary, and Mortgagee is in compliance with all laws, regulations, orders, decrees and orders of public authorities applicable to it.
- B The execution, delivery and performance of this Agreement by Mortgagee and the borrowing evidenced by the Note, (1) are within the corporate powers of Mortgagee, (2) have been duly authorized by all requisite corporate action, (3) have received all necessary governmental approval, (4) will not violate any provision of law, any order of any court or other agency of government or Mortgagee's Articles of Incorporation or Bylaws, and (5) will not violate any provision of any indenture, agreement or other instrument to which Mortgagee is a party or to which Mortgagee's property is subject, including but not limited to any provision prohibiting the creation or imposition of any lien charge or encumbrance of any nature whatsoever upon any of Mortgagee's property or assets. The Note and this Mortgage when executed and delivered by Mortgagee will constitute the legal, valid and binding obligations of Mortgagee, and those of other obligors named therein, if any, in accordance with their respective terms.
- C All other information, reports, papers and data given or sent with respect to Mortgagee or to other obligors under the terms of this Mortgage are accurate and correct in all material respects, and complete insofar as completeness may be necessary to give Bank a true and accurate knowledge of the subject matter.
- D Mortgagee has not changed its name within the last 6 years, unless otherwise disclosed in writing; other than the trade name or fictitious names actually disclosed to Bank prior to execution of this Mortgage, Mortgagee uses no other names; and until the Obligations shall have been paid in full, Mortgagee hereby covenants and agrees to preserve and keep in full force and effect its existing name, corporate existence, rights, franchises and trade names.

5. LIENS AND ENCUMBRANCES. Mortgagee warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever, including but not limited to any lien, claim of encumbrance or against the Property or any part thereof. Mortgagee may in good faith contest any such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its foreclosure or execution.

Mortgagee agrees to pay all claims when due that might result, if unpaid, in the foreclosure, execution or imposition of any lien, claim or encumbrance or against the Property or any part thereof. Mortgagee does hereby warrant and defend the Property unto Bank forever, against any claim or claims, of all persons claiming or to claim the Property or any part thereof. Mortgagee further releases and waives all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

such property constituting the homestead of Borrower, together with all buildings, improvements, fixtures and equipment now or hereafter attached to the Property, including, but not limited to, all heating, air conditioning, ventilation, plumbing, cooling, electrical and lighting fixtures and equipment; all landscaping; all exterior and interior improvements; all easements, issues, rights, appurtenances, rents, royalties, oil and gas rights, privileges, proceeds, profits, other mineral, water, water stock, crops, grass and timber at any time growing upon said land, including, but not limited to, any and all wells, water, water rights, ditches, laterals, reservoirs, reservoir sites and dams, used, appurtenant, connected with, or attached to the Property, whether or not evidenced by stock or shares in an association or corporation however evidenced. All of the foregoing Property shall be collectively hereinafter referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereto belonging, unto Bank forever to secure the Obligations. Mortgagee does hereby warrant and defend the Property unto Bank forever, against any claim or claims, of all persons claiming or to claim the Property or any part thereof. Mortgagee further releases and waives all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

2/11/94

The Property may be commonly referred to as 6508 N. DRAKE, LINCOLNWOOD IL 60645

LOTS 14 AND 15, AND THE NORTH 25 FEET OF LOT 16 IN BLOCK 14 IN DEVON MCCORMICK BOULEVARD ADDITION TO ROGERS PARK IN THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PIN #10-36-412-030-0000 AND #10-35-412-046-0000

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IL-79-040991-2.18

AMERICAN NATL BANK AS TRUSTEE UNDER T.A. #102599-01

By:

[Signature]
Gregory S. Kasprzyk
As Trustee

STATE OF ILLINOIS

COUNTY OF COOK

ss:

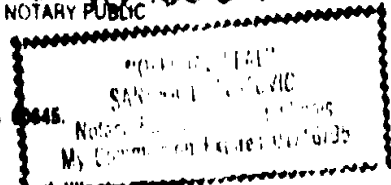
SANDRA L. TLSTOVIC

I, _____, a notary public, certify that _____, an individual, 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 therein. My commission expires _____.

SEP 27 1991

[Signature]

NOTARY PUBLIC



This document was prepared by BRICKYARD BANK, 6670 N. Lincoln Ave., Lincolnwood, Illinois 60465.

Please return this document after recording to BRICKYARD BANK, 6670 N. Lincoln Ave., Lincolnwood, Illinois 60465.

THIS IS THE LAST PAGE OF A 6 PAGE DOCUMENT EXHIBITS AND/OR ADDENDA MAY FOLLOW

Property of Cook County Clerk's Office

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MORTGAGOR:

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

photographic or other reproduction of the Mortgage is sufficient as a financing statement as such may be filed of record as a financing statement and Mortgagor agrees and acknowledges that this Mortgage also satisfies as a financing statement and notice to the other party.

M NOTICE All notices under this Mortgage must be in writing. Any notice given by Bank to Mortgagor or 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.

L CHANGE IN APPLICATION Mortgagor will notify Bank in writing prior to any change in Mortgagor's name, address, or other application information from the financing provisions and shall in no way affect the enforceability of the remaining provisions of this Mortgage.

K IF HELD UNENFORCEABLE If any provision of this Mortgage shall be held unenforceable or void, then such provision shall be severable only and shall not be dispositive in interpreting or construing the Mortgage.

J PARAGRAPH HEADINGS The headings at the beginning of any paragraph, or any sub-paragraph, in this Mortgage are for convenience executed contemporaneously, or in conjunction, with this Mortgage.

I DEFINITIONS The terms used in this Mortgage, if not defined herein, shall have their meanings as defined in the other documents applicable to all genders.

H NUMBER AND GENDER Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be parties; provided however, that Mortgagor may not assign, transfer or delegate any of the rights or obligations under this Mortgage.

G SUCCESSORS This Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the State of ILLINOIS, unless otherwise designated in writing by Bank or otherwise required by law.

F 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.

E 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.

D 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.

C AMENDMENT The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed by Mortgagor and Bank.

B 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, or right to insist upon Mortgagor's strict performance of any provisions contained in this Mortgage, or other loan documents, 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 under the Obligations, nor will it cure or waive any default not completely cured or any other details 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.

A TIME IS OF THE ESSENCE The time of the essence in Mortgagor's performance of all duties and obligations imposed by this Mortgage.

27 GENERAL PROVISIONS A. TIME IS OF THE ESSENCE The time of the essence in Mortgagor's performance of all duties and obligations imposed by this Mortgage.

26 EXONERATION AND DISCLAIMER This Mortgage is executed by Mortgagor who is acting, not in a personal capacity, but solely as trustee under Trust 102599-01 in the exercise of the power and authority conferred upon and vested in it as trustee. Mortgagor warrants that Mortgagor possesses full power and authority to execute this Mortgage. It is expressly understood and agreed that nothing contained in the Obligations or the Mortgage shall be construed as creating any liability on Mortgagor, either personally or as mortgagor, for the repayment or performance of the Obligations whatsoever. All such liability, if any, is expressly waived as to Mortgagor by Mortgagor, and so far as Mortgagor is concerned, Mortgagor shall look solely to the Property for the payment thereof by enforcement of the lien created by this Mortgage or by action to enforce the personal liability of the co-borrower, maker, endorser or guarantor, if any. Mortgagor accepts this Mortgage upon the express conditions set forth herein and further acknowledges and agrees that Mortgagor is under no duty to request the rents, issues and profits arising from the Property or the proceeds arising from the sale or other disposition.

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 the 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.

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.

A. 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;

B. pay, when due, installments of any real estate tax imposed on the Property; or

C. pay or perform any other obligation relating to the Property which affects, at Bank's sole discretion, the interest of Bank in the Property.

25 BANK MAY PAY If Mortgagor fails to pay when due any of the liens it is obligated to pay or fails to perform when obligated to perform, Bank may, at its option, continue as a lien on any of the property not sold on foreclosure for such unpaid balance of the Obligations.

indebtedness due and payable, to foreclosure against the Property or any part thereof on account of such specific default. This Mortgage shall

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