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This instrument was prepared by Chris Robinson
(The First National Bank of Elgin
(Name)
6 Fountain Square Plaza, Elgin, IL
(Address) 60120

91013456

2ND

MORTGAGE

91013456

THIS MORTGAGE is made this 21st day of December 1990 between the Mortgagor John S. Groh and Arlis J. Groh (herein "Borrower"), and the Mortgagee The First National Bank of Elgin a corporation organized and existing under the laws of the United States of America whose address is 6 Fountain Square Plaza, Elgin, Illinois 60120 therein "Lender".

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 750,000.00 which indebtedness is evidenced by ~~BOOK 000000000~~ dated December 21, 1990 and extensions and renewals thereof (the "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on January 1, 1992.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK State of Illinois:

This Second Mortgage is also security for a mortgage note dated December 21, 1990 and maturing January 1, 1992 by and between the Lender and John S. Groh and Arlis J. Groh in the amount of \$505,580.00 and any renewals, extensions and modifications thereof. An event of default under either obligation shall represent a default under the other.

Part of the North East quarter of Section 17, Township 41 North, Range 9 East of the Third Principal Meridian described as follows: Commencing at the Southwest corner of Lot 3 of County Clerk's Subdivision of lands, the plat of which was recorded as document no. 2227308 thence Westerly on an extension of the South line of said Lot 3, 310 feet for a point of beginning thence continuing Westerly on the last described course 310 feet thence Northerly parallel with the West line of said Lot 3, 711.2 feet to a point in South line of Lot 4 of (SEE REMAINDER OF FIRST LEGAL AND ENTIRE SECOND LEGAL ATTACKED)

PIN - 06-17-200-022

91013456

DEPT-01 RECORDING \$16.00
T#2222 TRAN 2540 01/09/91 12:33:00
#7250 # B - 91-013456
COOK COUNTY RECORDER

which has the address of Route 1, Box 327 Elgin Illinois 60120 (Street) (City) (State) (Zip) (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property for the leasehold estate if this Mortgage is on a leasehold are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

ILLINOIS SECOND MORTGAGE 1-80 FNMA/FHLMC UNIFORM INSTRUMENT

Form 3814

BOX 14

1620

91-88 Cook
various trust receipts provided under the terms and conditions of the Power of Attorney and Loan Agreement

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Property of Cook County

OFFICIAL SEAL
DONALD E. WALKER
CLERK OF THE COURT
JANUARY 1978 EXPIRES 7/1/78

My Commission expires:

County order is hand a judicial seal

Notary Public
day of September 1990

subscribed to the foregoing instrument as
County ss: _____

-Lender

-Borrower

91013456

to the lender or other encumbrance with a lien which has
been recorded in the public records of Cook County, Illinois.

DEPARTMENT OF CLERK OF THE COURT

Lender shall release this Mortgage without
any further action being taken by the borrower.

10. **Borrower Not Released; Forbearance By Lender; Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower 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 Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to

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1. Payment of Principal and Interest

1.1. The Borrower shall pay when due the principal and interest... 1.2. The Borrower shall pay when due the principal and interest... 1.3. The Borrower shall pay when due the principal and interest...

2. Taxes and Insurance

2.1. The Borrower shall pay when due the principal and interest... 2.2. The Borrower shall pay when due the principal and interest...

3. Application of Payments

3.1. The Borrower shall pay when due the principal and interest... 3.2. The Borrower shall pay when due the principal and interest...

4. Fees, Charges and Costs

4.1. The Borrower shall pay when due the principal and interest... 4.2. The Borrower shall pay when due the principal and interest...

5. Breach of Mortgage

5.1. The Borrower shall pay when due the principal and interest... 5.2. The Borrower shall pay when due the principal and interest...

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First National Bank of Elgin

5 Fountain Square Plaza Elgin, Illinois 60120 312/697-1100



John S. Groh: Route 1 Box 131B, Elgin, IL 60120
Legal Descriptions Continued
June, 1987
Page 2

said County Clerk's Subdivision of lands thence Easterly along said South line of Lot 4, 310 feet thence Southerly parallel with the said West line of Lot 3, 709 feet to the point of beginning in Cook County, Illinois.

SECOND LEGAL:

Parcel 1: That part of Section 28, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the center line of said Section; thence East along the center line of said Section 28, a distance of 1197.24 feet for a point of beginning; thence North 14 degrees 30 minutes East, 310.63 feet to the center line of United State Route 20; thence South 64 degrees 53 minutes East along said center line, 471.8 feet to a point of curve; thence continuing along said center line, being a curve to the Left, a distance of 91.8 feet; thence South 00 degrees 14 minutes East, 278.06 feet; thence North 76 degrees 41 minutes West, 601.78 feet; thence Northerly parallel with the West line of said South East 1/4, a distance of 73.90 feet to the point of beginning, being situated in Hanover Township, in Cook County, Illinois, but excluding that part of the East 1/2 of Section 28, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the center line of said Section 28; thence Easterly along the North line of the South East 1/4 of said Section 28, a distance of 1197.24 feet for the place of beginning; thence North 14 degrees 30 minutes East, a distance of 310.63 feet to a point on the center line of United State Route 20; thence South 64 degrees 49 minutes East along said center line, a distance of 81.55 feet; thence South 14 degrees 00 minutes West, a distance of 285.50 feet; thence South 0 degrees 43 minutes West, a distance of 82.46 feet; thence North 76 degrees 41 minutes West, a distance of 81.98 feet; thence North 0 degrees 43 minutes East, a distance of 73.90 feet to the place of beginning, being situated in Hanover Township, in Cook County, Illinois.

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Parcel 2: That part of the East 1/2 of Section 28, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the center of said Section 28; thence Easterly along the North line of the South East 1/4 of said Section 28, a distance of 1197.24 feet; thence South 0 degrees 43 minutes West, a distance of 73.90 feet thence South 76 degrees 41 minutes East, a distance of 81.98 feet for the place of beginning; thence continuing South 76 degrees 41 minutes East along the last described course, a distance of 519.80 feet; thence South 0 degrees 14 minutes East, a distance of 375.79 feet; thence North 85 degrees 20 minutes West, a distance of 514.60 feet; thence North 0 degrees 43 minutes East, a distance of 454.01 feet to the place of beginning, being situated in Hanover Township, in Cook County, Illinois.

Member FDIC/Federal Reserve System

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Property of Cook County Clerk's Office