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CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

THIS INDENTURE, made December 16 19 90, between
Stanley J. Dvorak and Anita B. Dvorak

1939 Stanton Court, Unit #71
Arlington Heights, IL 60004
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and CG Industries, Inc.

222 N. LaSalle Street, Chicago, IL
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth

That WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Fifty Thousand and No/100 DOLLARS (\$ 50,000), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate of 10% installments as provided in said note, with a final payment of the balance due on the anniversary day of 10 and all of said principal and interest are made payable at such place as the holder of the note may from time to time in writing appoint; and in absence of such appointment, then at the office of the Mortgagee at

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Arlington Heights COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

See Exhibit "A" attached hereto.

P. I. N. 0317-302-021
0318-401-055
0318-401-056

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245421 to 242
and the Rider attached hereto

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors 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, unador beds, awnings, stoves and water heaters. 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 by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: Stanley J. Dvorak and Anita B. Dvorak, his wife

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand... and seal... of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Stanley J. Dvorak (Seal) Anita B. Dvorak (Seal)

State of Illinois, County of Cook

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Stanley J. Dvorak and Anita B. Dvorak, his wife

personally known to me to be the same person S whose names ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that each signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 16th day of December 19 90
Commission expires 1991

This instrument was prepared by Sara C. Star, Gould & Ratner, 222 N. LaSalle St., #800, Chicago, IL 60601
Mail this instrument to Sara C. Star, Gould & Ratner, 222 N. LaSalle St., #800 Chicago, IL 60601

OR RECORDER'S OFFICE BOX NO

BOX 169

OFFICIAL SEAL
May 1st Expiration
Notary Public, State of Illinois
My Commission Expires 10/24/94

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1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said 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 thereof; (3) 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 the Mortgagee; (4) complete, within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagor's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act heretofore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public officer without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or claim thereof.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other covenant of the Mortgagee hereunder, and, in the event of a default hereunder, all unpaid indebtedness secured thereby shall become due and payable, if not immediately paid.

10. When the indebtedness hereby secured shall become due and payable, as herein provided, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any other times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times, and access thereto shall be permitted for that purpose, upon reasonable advance notice.

15. ~~The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.~~

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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RIDER ATTACHED TO AND MADE PART OF
THAT CERTAIN THIRD MORTGAGE
DATED DECEMBER 16, 1990, BY
STANLEY J. AND ANITA B. DVORAK, MORTGAGORS,
TO CC INDUSTRIES, INC. MORTGAGEE

1. This Rider supplements and modifies the provisions of the Third Mortgage described in the caption of this Rider and together therewith constitutes one Third Mortgage. In the event of any inconsistency between the provisions of this Rider and the provisions of the Third Mortgage, the provisions of this Rider shall in all cases prevail and all conflicting provisions in the Third Mortgage shall be deemed deleted. All terms defined in the Third Mortgage and used in this Rider shall have the same definition as set forth in the Third Mortgage.

2. Mortgagor borrowed \$75,000 from the First National Bank of Chicago under loan no. 91054509. Mortgagee guaranteed \$50,000 of the above-referenced loan. If Mortgagor fails to repay the \$75,000 loan from the First National Bank of Chicago for loan no. 91054510 and Mortgagee, as Guarantor, repays \$50,000 plus costs of said loan, Mortgagor is obligated to reimburse Mortgagee under the Reimbursement Agreement for the \$50,000 payment plus costs.

3. It shall be an Event of a Default hereunder if:

- (a) without the prior written consent of the Mortgagee, Mortgagors shall transfer title to the Premises;
- (b) any amount due under the Reimbursement Agreement or due hereunder is not paid within five (5) days after written notice from Mortgagee that the same is due and unpaid; or
- (c) there is a default by Mortgagors hereunder with regard to any performance obligation and such default is not cured within thirty (30) days after written notice thereof from Mortgagee, provided however in the event such default is not curable within thirty (30) days, and Mortgagors are diligently pursuing such cure, such cure period shall be extended for such time as is reasonably necessary to cure such default, but in no event shall any cure period exceed 180 days after the written notice from Mortgagee described above.

4. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lien of condemnation, are hereby assigned and shall be paid to Mortgagee. In the event of a total taking of the Premises, the proceeds shall be applied first to the sums secured by this Third Mortgage, with the excess, if any, paid to Mortgagors. In the event of a partial taking of the Premises, unless Mortgagors and Mortgagee otherwise agree in writing, there shall be applied to the sums secured by this Third Mortgage such proportion of the Proceeds as is equal to that proportion which the amount of the sums secured by this Third Mortgage immediately prior to the date of taking bears to the fair market value of the Premises immediately prior to the date of taking, with the balance of the proceeds paid to Mortgagors. Any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in the printed Third Mortgage, or change the amount of such installments.

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5. Insurance proceeds payable under paragraph 6 of the printed Third Mortgage shall be applied to restoration or repair of the Premises damaged, to substantially the original condition thereof, provided, in Mortgagee's reasonable opinion, the insurance proceeds are sufficient to fully restore or repair the Premises, or Mortgagors have deposited any shortfall required in Mortgagee's reasonable opinion, to fully restore or repair the Premises. If Mortgagee is of the reasonable opinion that there are not sufficient funds for such restoration or repair, the insurance proceeds shall be applied to the sums secured by this Third Mortgage, with the excess, if any, paid to Mortgagors. Any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in the printed Third Mortgage or change the amount of such installments. In the event of any damage which is not material, does not result in a decrease in the value of the Property, and does not result in a violation of any applicable government laws or regulations, Maker shall not be required to repair such damage or pay over insurance proceeds.

6. Mortgagors, on behalf of themselves and all persons now or hereafter interested in the Premises, hereby waive any and all rights to reinstatement or redemption and any and all other rights under any present or future appraisement, homestead, moratorium, valuation, exemption, stay, extension, redemption, and marshalling laws, and agrees that no defense, claim, or right based on any such laws will be asserted, or may be enforced in any action relating to this Third Mortgage.

7. Mortgagors have executed and delivered to The First National Bank of Chicago (a) those certain notes in the aggregate original principal amount of \$238,000 ("FNB Notes"); and (b) those certain Mortgages recorded on November 29, 1990 and December 1990, respectively as Document No.'s 90580859 and 11054907 with the Recorder of Deeds of Cook County, Illinois ("FNB Mortgages"). Mortgagee acknowledges that this Third Mortgage is junior and subordinate to a portion of the indebtedness secured by the FNB Mortgages. In the event there is a conflict between the terms of the FNB Mortgages and this Third Mortgage, the terms of the FNB Mortgages shall control. Mortgagors covenant and agree not to further encumber the Premises.

8. Mortgagors covenant and agree to comply with all of the terms of the FNB Notes and the FNB Mortgages. Mortgagors shall give lender a copy of all notices given Mortgagors with respect to the FNB Notes and the FNB Mortgages within five (5) days after receiving such notice. Mortgagors shall not, without Mortgagee's prior written consent, enter into any modification, extension, amendment, or agreement in connection with the FNB Notes or the FNB Mortgages which:

- (a) increase the rates of interest payable thereunder, other than as a result of (i) election of any interest rate option by borrower thereunder; or (ii) collection of interest at rates applicable following an Event of Default thereunder;
- (b) ~~decrease the term thereof, other than as a result of acceleration on the occurrence of an Event of Default thereunder; or~~
- (c) increase the principal amount of the FNB Notes, exclusive of amounts representing costs incurred or disbursed thereunder by lender to protect and preserve its collateral as provided in the FNB Mortgages.

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IN WITNESS WHEREOF, Mortgagors have executed this Rider to Third Mortgage this 14th day of December, 1990.

MAKER:

Stanley J. Dvorak
STANLEY J. DVORAK

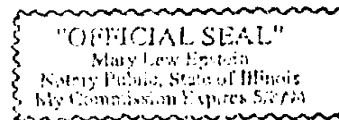
Anita B. Dvorak
ANITA B. DVORAK

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county and state aforesaid, do hereby certify that Stanley J. Dvorak and Anita B. Dvorak, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the instruments as their free and voluntary act for the uses and purposes therein set forth.

Date: Dec 14, 1990

May Lee Epstein
Notary Public



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at 10:15 a.m. on the 1st day of January, 1900.

Witness my hand and seal of office at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF THE COURT

CLERK OF THE COURT

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EXHIBIT "A"

UNIT NUMBER 71 IN ARLINGTON HEIGHTS ENCLAVE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN THE ENCLAVE SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 17 AND PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 89521586 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

P.I.N. 03-17-302-021
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