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COOK COUNTY CLERK

1991 JUN 17 PM 3:50

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\$18.00

(Space above this line for recording purposes)

REAL ESTATE MORTGAGE**To Secure a Construction Loan
From BRICKYARD BANK**

(Secured by a First Lien on Real Estate)

1. **DATE AND PARTIES.** The date of this Real Estate Mortgage (Mortgage) is April 25, 1991, and the parties and their mailing addresses are the following:

MORTGAGOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY'S TRUSTEE
33 NORTH LA SALLE
CHICAGO, ILLINOIS 60690

under T/A dated 10-27-87 known as Trust
Number 103854-09

BANK:

BRICKYARD BANK
an ILLINOIS banking corporation
8670 N. Lincoln Ave.
Lincolnwood, Illinois 60465
Tax I.D. # 36-2993012
(as Mortgagee)

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

- A promissory note, No. 577692 (Note) dated April 25, 1991, and executed by LATEEF M. KHAN and ZAKIRA L. KHAN (Borrower) payable to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$550,000.00, and all extensions, renewals, modifications or substitutions thereof.
- 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 referred to in the evidence of indebtedness with regard to such future and additional indebtedness).
- All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property (as hereinafter 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.
- All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the extent the taking of the Property (as hereinafter 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.
- 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:

- 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
- 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 interest therein, shall not exceed the sum of \$550,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amounts.

4. **CONVEYANCE.** To induce Bank to make the Loan to Borrower, to continue the Obligations to Bank, and to secure the Obligations (which includes the Note according to its specific terms and the obligations in this Mortgage), Mortgagor hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgagee, the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

Mortgage

KHAN LATEEF & ZAKIRA

04/25/91

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

Initials

PAGE 1

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- existence, rights, franchises and trade names.
- D. Mortgagee has not changed its name within the last 5 years, unless otherwise disclosed in writing; other than the trade name or fictitious name 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.
- C. All other information, reports, papers and data given to Bank with respect to Mortgagee or to others obligated 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.
- B. The execution, delivery and performance of the Agreement by Mortgagee and the borrowing evidenced by the Note: (1) are within the power and authority 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 law, any order of any court or other agency of government or Mortgagee's 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 as now being conducted is necessary; and Mortgagee is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.
- 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 as now being conducted is necessary; and Mortgagee is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.
9. **CORPORATE WARRANTIES AND REPRESENTATIONS.** Mortgagee makes to Bank the following warranties and representations which shall be continuing so long as the Obligations remain outstanding:
7. **CONSTRUCTION LOAN.** This is a construction loan in that the Obligations secured by this Mortgage are incurred, in whole or in part for the construction of an improvement of land. Mortgagee acknowledges and agrees that Bank is not trustee for the benefit of the contractor, subcontractor or third-party beneficiary status to any of the loan proceeds.
6. **LIENS AND ENCUMBRANCES.** Mortgagee warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever. 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 on 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 the foreclosure or execution.
- MONTHLY PAYMENTS OF FIVE HUNDRED (\$500.00) PLUS INTEREST WITH A FINAL PAYMENT OF THE BALANCE OF UNPAID PRINCIPAL AND INTEREST DUE ON APRIL 25, 1992.** These payment amounts are based upon daily payment of each installment and no change in the Contract Rate. If the Contract Rate changes, any remaining payments may be a different amount. All amounts shall be paid in legal U.S. currency. Any payment made with a check will constitute payment only when collected.
- All adjustments to the Contract Rate will be made on each day that the Prime Rate changes. Any increase to the Prime Rate may be carried over to a subsequent adjustment date without resulting in a waiver or forfeiture of such a adjustment, provided an adjustment to the Contract Rate is made within one year from the date of such increase. Any change in the Contract Rate will take the form of different payment amounts. After maturity or acceleration, the unpaid balance shall thereafter bear interest at the rate specified in the Note until paid. If the interest accrued and collected exceeds the Minimum Lawful Interest as of the time of collection, such excess shall be applied to reduce the principal amount outstanding, unless otherwise required by applicable law. If or when no principal amount is outstanding, any excess interest shall be refunded to Borrower according to the actual method. Interest shall be computed on the basis of a 360-day year and the actual number of days elapsed.
- The effective Contract Rate today is 10%, which is the sum of FIRST NATIONAL BANK OF CHICAGO's Prime Rate (9%) plus 1 percentage point. The Prime Rate today is not necessarily the lowest rate at which FIRST NATIONAL BANK OF CHICAGO lends funds to its customers or at which Bank lends its funds. The Prime Rate is for convenience only and does not constitute a commitment by Bank to lend money at a preferred rate of interest. The Prime Rate is a benchmark for pricing certain types of loans. Depending on the circumstances, such as the amount and term of the loan, the creditworthiness of the borrower or any guarantor, the present and nature of collateral and other relationships between a borrower and Bank, loans may be priced at, above or below the Prime Rate.
5. **INTEREST AND REPAYMENT OF THE OBLIGATIONS.** The Note accrues interest from the date of disbursement, on the unpaid principal balance at an annual rate equal to 1 percentage point above FIRST NATIONAL BANK OF CHICAGO's Prime Rate until the Note matures or the obligation is accelerated. The Prime Rate is quoted by FIRST NATIONAL BANK OF CHICAGO OF CHICAGO, ILLINOIS, as adjusted and announced from time to time. The Prime Rate, plus 1 percentage point, may also be referred to hereafter as the "Contract Rate".
- such property not 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, leases, rights, appurtenances, rents, royalties, oil and gas rights, privileges, proceeds, profits, other minerals, water, water rights, and water stock, crops, grass and timber at any time growing upon said land, including replantings and additional crops, all of which shall be deemed to be and remain a part of the Property. The term "Property" further connected with, or attached to the Property, whether or not evidenced by stock or shares in an association or corporation howsoever 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 claim, 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 a homestead laws and exemption laws of the state of ILLINOIS.

The Property may be commonly referred to as 2836-39 WEST DEVON, 8346 NORTH TALMAN, CHICAGO ILLINOIS 60639

LOTS 2 AND 3 IN BLOCK 1 IN T. J. GRADY'S FOURTH GREEN BRIAR ADDITION TO NORTH EDGEWATER BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 1, TOWNSHIP 10 NORTH, RANGE 13 EAST OF THE PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERM. TAX # 13-01-205, 07-00000

9. **EVENTS OF DEFAULT.** Mortgagor 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 thereunder; or
 - B. A default or breach under any of the terms of this Mortgage, the Note, any construction loan agreement or other loan agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing, guarantying, 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 Mortgagor, 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 proper for the Property or Collateral (as hereinafter 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 termination of existence by, 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 Mortgagor, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or
 - F. A good faith belief by Bank at any time that Bank is insecure with respect to Borrower, or any co-signer, endorser, surety or guarantor, that the prospect of any payment is impaired or that the Property or Collateral (as hereinafter defined) is impaired; or
 - G. Failure to pay and provide proof of payment of any tax, assessment, rent, insurance premium or escrow on or before its due date; or
 - H. A material adverse change in Mortgagor's business, including ownership, management, and financial conditions, which in Bank's opinion, impairs the Property or Collateral or repayment of the Obligations; or
 - I. A transfer of a substantial part of Mortgagor's money or property; or
 - J. If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgagor except as permitted in the paragraph below entitled "DUE ON SALE OR ENCUMBRANCE".
10. **REMEDIES ON DEFAULT.** At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of any Event of Default, Bank, at its option, may immediately foreclose and may immediately invoke any or all other remedies provided in the Note, Mortgage or Related Documents. All rights and remedies are distinct, cumulative and not exclusive, and Bank is entitled to all remedies provided by law or equity, whether or not expressly set forth.
11. **DUE ON SALE OR ENCUMBRANCE.** Bank may, at Bank's option, declare the entire balance with all accrued interest on the Obligations to be immediately due and payable upon the creation of any lien, encumbrance, transfer, sale or contract to transfer or sell the Property, or any portion thereof, by Mortgagor. Lapse of time or the acceptance of payments by Bank after such creation of any lien, encumbrance, transfer, sale or contract to transfer or sell shall not be deemed a waiver or estoppel of Bank's right to accelerate the Note. If Bank exercises such option to accelerate, Bank shall mail, by certified mail or otherwise, Mortgagor notice of acceleration to the address of Mortgagor shown on Bank's records; the notice shall provide for a period of not less than 30 days from the date the notice is mailed within which Mortgagor shall pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Bank may, without further notice or demand on Mortgagor, invoke any remedies permitted on Default. This covenant shall run with the Property and shall remain in effect until the Obligations and this Mortgage are fully paid.
- In the preceding paragraph, the term "Property" also includes any interest in all or any part of the Property; the phrase "sells or transfers" means the conveyance of any right, title or interest in the Property, whether voluntary or involuntary, by outright sale, deed, installment contract sale, land contract, contract for deed, leasehold interest with a term greater than three years, lease-option contract or any other method of conveyance of the Property interests; the term "interest" includes, whether legal or equitable, any right, title, interest, lien, claim, encumbrance or proprietary right, choate or inchoate, any of which is superior to the lien created by this Mortgage.
12. **POSSESSION ON FORECLOSURE.** If an action is brought to foreclose this Mortgage for all or any part of the Obligations, Mortgagor agrees that the Bank shall be entitled to immediate possession as Mortgagee in possession of the Property to the extent not prohibited by law, or the court may appoint, and Mortgagor hereby consents to such appointment, a receiver to take possession of the Property and to collect and receive rents and profits arising therefrom. Any moneys so collected shall be used to pay taxes on, provide insurance for, pay costs of needed repairs and for any other expenses relating to the Property or the foreclosure proceedings, sale expenses or as authorized by the court. Any sum remaining after such payments will be applied to the Obligations.
13. **PROPERTY OBLIGATIONS.** Mortgagor shall promptly pay all taxes, assessments, levies, water rents, other taxes, insurance premiums and all amounts due on any encumbrances, if any, as they become due. Mortgagor shall provide written proof to Bank of such payment(s).
14. **INSURANCE.** Mortgagor shall insure and keep insured the Property against loss by fire, and other hazard, casualty and loss, with extended coverage including but not limited to the replacement value of all improvements, with an insurance company acceptable to Bank and in an amount acceptable to Bank. Such insurance shall contain the standard "Mortgagee Clause" and where applicable, "Loss Payee Clause", which shall name and endorse Bank as mortgagee and loss payee. Such insurance shall also contain a provision under which the insurer shall give Bank at least 10 days notice before the cancellation, termination or material change in coverage.
- If an insurer elects to pay a fire or other hazard loss or damage claim rather than to repair, rebuild or replace the Property lost or damaged, Bank shall have the option to apply such insurance proceeds upon the Obligations secured by this Mortgage or to have said Property repaired or rebuilt. Mortgagor shall deliver or cause to deliver evidence of such coverage and copies of all notices and renewals relating thereto. Bank shall be entitled to pursue any claim under the insurance if Mortgagor fails to promptly do so.
- Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates. In the event Mortgagor fails to pay such premiums, Bank may, at its option, pay such premiums. Any such payment by Bank shall be repayable upon demand of Bank or if no demand is made, in accordance with the paragraph below titled "BANK MAY PAY".
15. **WASTE.** Mortgagor shall not alienate or encumber the Property to the prejudice of Bank, or commit, permit or suffer any waste, impairment, deterioration of the Property, and regardless of natural depreciation, shall keep the Property and all its improvements at all times in good condition and repair. The term "waste" is used herein in its traditional sense and further, specifically includes, but is not limited to, hazardous waste. The term "hazardous waste" as used herein, includes, but is not limited to, hazardous and/or toxic waste, substances, pollutants and/or contaminants. Mortgagor shall comply with and not violate any and all laws and regulations regarding the use, ownership and occupancy of the Property. Mortgagor shall perform and abide by all obligations and restrictions under any declarations, covenants and other documents governing the use, ownership and occupancy of the Property.

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness arising hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, be and is expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness securing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid and not personally

By [Signature]
Vice-President
Attest [Signature]
Assistant Secretary

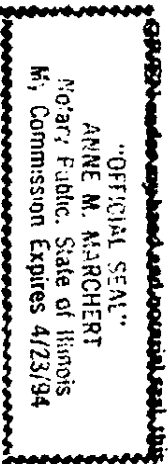
STATE OF ILLINOIS) ss.
COUNTY OF COOK)
ANNE M. MARCHERT

I, MICHAEL WHELAN
Assistant Secretary

a Notary Public, in and for said County, in the State aforesaid.

DO HEREBY CERTIFY, that J. MICHAEL WHELAN Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, and ANNE M. MARCHERT Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this 26 day of APR 1991 in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Form 1300 R. 4/89



Notary Public

91299633

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Property of Cook County Clerk's Office

UNOFFICIAL COPY

25. **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.

26. **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:

- 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.

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.

27. **EXONERATION AND DISCLAIMER.** This Mortgage is executed by Mortgagor who is acting, not in a personal capacity, but solely as trustee under Trust 103854-08 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 this 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 Mortgagee, and so far as Mortgagor is concerned, Mortgagee 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-signer, maker, endorser or guarantor, if any. Mortgagee accepts this Mortgage upon the express conditions set forth herein and further acknowledges and agrees that Mortgagor is under no duty to sequester the rents, issues and profits arising from the Property or the proceeds arising from the sale or other disposition.

28. GENERAL PROVISIONS.

- A. **TIME IS OF THE ESSENCE.** Time is of the essence in Mortgagor's performance of all duties and obligations imposed by this Mortgage.
- 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, 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 completely 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.
- C. **AMENDMENT.** The provisions contained in this Mortgage may not be amended, except through a written amendment which is signed by Mortgagor and Bank.
- D. **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.
- E. **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.
- F. **SUCCESSORS.** This Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties.
- G. **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.
- H. **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.
- I. **PARAGRAPH HEADINGS.** The headings at the beginning of each paragraph, and each sub-paragraph, in this Mortgage are for convenience only and shall not be dispositive in interpreting or construing this Mortgage or any part thereof.
- J. **IF HELD UNENFORCEABLE.** If any provision of this Mortgage shall be held unenforceable or void, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Mortgage.
- K. **CHANGE IN APPLICATION.** Mortgagor will notify Bank in writing prior to any change in Mortgagor's name, address, or other application information.
- L. **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.
- M. **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.

29. **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:

UNOFFICIAL COPY

BOX 333

91299633

Property of Cook County Clerk's Office

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

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

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

NOTARY PUBLIC

On the _____ day of _____, 19____, _____, a notary public, certify that, as
Trustee, for AMERICAN NATIONAL BANK AND TRUST CO. AS TRUSTEE, 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.
My commission expires: _____

ss:

STATE OF ILLINOIS
COUNTY OF COOK

As Trustee

By: _____

AMERICAN NATIONAL BANK AND TRUST CO. AS TRUSTEE