

UNOFFICIAL COPY 91300228

Satisfaction And Release of Mortgage 91300228

Loan No. 5-001-242-8

Columbia National Bank of Chicago
a corporation existing under the laws of the United States of America

for and in consideration of the payment of the indebtedness secured by the Mortgage hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, does hereby REMISE, CONVEY, RELEASE and QUIT CLAIM unto William C. Manika and Constance T. Manika, his wife, in joint tenancy

of the County of Cook and State of Illinois, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain Mortgage dated the

18th day of December, A.D. 19 89, and recorded in the Recorder's Office of

Cook County, in the State of Illinois, in book

xxxxxxx of records, on page xxxxxxxx, as document No. 90018568, and a certain Assignment

of Rents dated the xx, xx day of xxxxxxxxx, 19 xx, and recorded in the Recorder's

Office of xxxxxxxxx County, in the State of xxxxxxxxx, in

book xxxx of records, on page XXXX, as document No. xxxxxxxx, to the premises therein described, as follows, to-wit:

RE TITLE SERVICES # 90-6930

SEE ATTACHED FOR LEGAL DESCRIPTION --

DEPT-01 RECORDING \$13.00
T#3333 TRAN 3806 06/20/91 14:42:00
#9999 ÷ C *-91-300228
COOK COUNTY RECORDER

91300228

situated in the village of Des Plaines, County of Cook and State of Illinois, together with all the appurtenances and privileges thereunto belonging or appertaining.

IN TESTIMONY WHEREOF, the said corporation has caused its corporate seal to be affixed, and has caused its

name to be signed to these presents by its Vice President, and attested by its

Asst. Vice President this 17th day of June, A.D. 19 91

ATTEST:

Cleo Stames

Cleo Stames, Asst. Vice President

Thomas P. Burke

By Thomas P. Burke, Vice President

STATE OF Illinois ss. I, Theodora Diolitsis, the undersigned, a Notary

COUNTY OF Cook

Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Thomas P. Burke

personally known to me to be the Vice President of Columbia National Bank

of Chicago a corporation, and Cleo Stames personally known to me

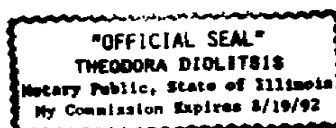
to be the Asst. Vice President of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of June, A.D. 19 91

THIS INSTRUMENT WAS PREPARED BY:

Theodora Diolitsis
Notary Public

Theo Diolitsis
Columbia National Bank of Chicago
5250 North Harlem Avenue
Chicago, IL 60656



BE
Bankforms, Inc.

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8100081

Property of Cook County Clerk's Office

1984-1985

Faint, mostly illegible text, possibly a list or index of names and dates.

BSS00011

Faint text, possibly a header or title for a section.

88000313

COOK COUNTY CLERK'S OFFICE
JAMES EARL RAY
MAY 1969

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Parcel 1: That part of Lot 1 in Lake Mary Anne Subdivision of part of Section 9 and 10, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois described as follows: commencing at the most Westerly South West corner of said Lot 1, thence East on the South line of said Lot 1, a distance of 610.82 feet (said South line of Lot 1 having a bearing of South 88 degrees 38 minutes 25 seconds East for the purposes of this description) thence North 7 degrees 21 minutes 35 seconds East of a distance of 265.00 feet for the point of beginning of this description thence continuing North 7 degrees 21 minutes 35 seconds East a distance of 337.42 feet thence South 89 degrees 58 minutes 00 seconds East a distance of 200.00 feet thence South 08 degrees 32 minutes 00 seconds West a distance of 100.00 feet thence South 19 degrees 57 minutes 30 seconds East a distance of 207.88 feet thence South 82 degrees 21 minutes 35 seconds West a distance of 302.53 feet to the point of beginning.

Parcel 2: That part of Lot 1 in the aforesaid Lake Mary Anne Subdivision described as commencing at the most Westerly South West corner of said Lot 1, thence East of the South line of said Lot 1, a distance of 610.82 feet said South line of Lot 1 having a bearing of South 88 degrees 38 minutes 25 seconds East for the purposes of this description thence North 7 degrees 21 minutes 35 seconds East a distance of 602.42 feet thence South 89 degrees 58 minutes 00 seconds East a distance of 200.50 feet thence South 08 degrees 32 minutes 00 seconds West a distance of 100.00 feet thence South 19 degrees 57 minutes 30 seconds East a distance of 207.88 feet to the point of beginning of the parcel of land to be herein described, said point of beginning also being the Southeasterly corner of the above previously described portion of said Lot 1 thence South 82 degrees 21 minutes 35 seconds West along the South Easterly line of said above described portion of Lot 1, a distance of 302.54 feet to the Southwesterly corner of the above described portion of said Lot 1, thence South 7 degrees 21 minutes 35 seconds West a distance of 24.88 feet thence South 45 degrees 38 minutes 02 seconds East 1.20 feet to a line 25 feet Southeasterly as measured at right angles and parallel with said Southeasterly line of said above described portion of Lot 1, thence North 82 degrees 21 minutes 35 seconds East and along the last described parallel line 313.69 feet thence North 19 degrees 57 minutes 30 seconds West 25.60 feet to the point of beginning in Cook County, Illinois.

Parcel 3: That part of Lot 1 in Lake Mary Anne Subdivision of part of Sections 9, and 10, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows: commencing at a point on a South line of Lot 1 aforesaid 610.82 feet East of the most Westerly South West corner thereof (said South line having bearing of North 88 degrees 38 minutes 25 seconds West): thence North degrees 21 minutes 35 seconds East 232.70 feet; to the point of beginning, thence North 7 degrees 21 minutes 35 seconds East 130.30 feet; thence South 12 degrees 19 minutes 47 seconds West 86.06 feet; thence South 7 degrees 50 minutes 05 seconds West 44.50 feet; thence South 82 degrees 09 minutes 55 seconds East 7.83 feet to the point of beginning, in Cook County, Illinois.

Parcel 4: Easement for ingress and egress for the benefit of Parcels 1, 2 and 3 as set forth in the Plat of Easements dated November 4, 1966 and recorded December 6, 1966 as document 20016197 and amended by instrument recorded as document 20734489 and created by deed from John M. Reding and Mary Ann Reding, his wife to Jay. Melind and Betty I. Melind dated September 12, 1968 and as document 86517882 over and upon that: that part of Lot 1 aforesaid described as a strip of land 30 feet in width and 270 feet in length the center line of which is described as commencing at a point on the most Westerly South line of said Lot 1 and 615.82 feet East of the most Westerly Southwest corner of said Lot 1, thence Northerly on a line forming an angle of 84 degrees from East to West with said most Westerly South line of Lot 1 a distance of 270 feet (except there from that part falling in Parcels 1, 2 and 3). Also the South 33 feet of that part of said Lot 1 lying East of and adjoining premises noted aforesaid and falling in South East 1/4 of Section 9, Township 41 North, Range 12 East of Third Principal Meridian. Also the West 33 feet of the South 312.95 feet of that part of Lot 1 falling in South West 1/4 of Section 10 all in Cook County, Illinois.

- PIN #09-10-301-068-0000 Vol. 006
- 09-09-401-037-0000 Vol. 086
- 09-10-301-090-0000 Vol. 086
- 09-09-401-062-0000 Vol. 086

21300228

Commonly known as: 9696 Reding Circle, Des Plaines, IL

UNOFFICIAL COPY

Property of Cook County Clerk's Office

85500812

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Columbia National Bank of Chicago
5250 N. Harlem Avenue
Chicago, IL 60656

WHEN RECORDED MAIL TO:

THEO POLINSKI
Columbia National Bank of Chicago
5250 N. Harlem Avenue
Chicago, IL 60656



DEPT-01 RECORDING \$18.00
T#3333 TRAN 3806 06/20/91 14:42:00
#0000 # C *-91-300229
COOK COUNTY RECORDER

91300229

SEND TAX NOTICES TO:

William C. Manika and Constance T. Manika
9696 Reding Circle
Des Plaines, IL 60016

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED JUNE 10, 1991, between William C. Manika and Constance T. Manika, whose address is 9696 Reding Circle, Des Plaines, IL 60016 (referred to below as "Grantor"); and Columbia National Bank of Chicago, whose address is 5250 N. Harlem Avenue, Chicago, IL 60656 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

— SEE ATTACHED FOR LEGAL DESCRIPTION —

The Real Property or its address is commonly known as 9696 Reding Circle, Des Plaines, IL 60016. The Real Property tax identification number is SEE ATTACHED.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated June 10, 1991, between Lender and Grantor with a credit limit of \$300,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage is June 10, 1996. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 8.500% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 0.500 percentage points above the index, subject however to the following minimum and maximum rates. Under no circumstances shall the interest rate be less than 8.500% per annum or more than the lesser of 11.000% per annum or the maximum rate allowed by applicable law.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means William C. Manika and Constance T. Manika. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance.

Lender. The word "Lender" means Columbia National Bank of Chicago, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

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REJ TITLE SERVICES # 86-1930

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Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Grantor's indebtedness to Lender.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1601, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity of all be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property; or by any other method of conveyance of Real Property interest. If any Grantor is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the Existing Indebtedness related to below, and

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