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Mortgage

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THIS MORTGAGE is made on **June 17**, 1992, between **First National Bank of Niles**, not personally, but as Trustee under a Trust Agreement dated **May 26**, 1992 and known as **Trust No. 785**, whose address is **7100 Oakton Street, Niles, Illinois** and **NBD Mount Prospect, N.A.** (the "Mortgagor") (Bank Name)

a **National** (national state) banking **Association** (association corporation) whose address is **1190 S. Elmhurst Road, Mt. Prospect, IL** (the "Mortgagee")

* To be deleted when this Mortgage is not executed by a Land Trust.

The Mortgagor MORTIGATES, CONVEYS AND WARRANTS to the Mortgagee real property and all the buildings, structures and improvements on it described as

Land located in the
County of

Cook

of
State of Illinois

Wheeling

Lot 2 in Smith-Pipenhaber Resubdivision of Block 3 (except the South 861.00 feet thereof and except the West 495.00 feet thereof) in Herzog's First Industrial Subdivision of part of the East 1/2 of Section 10, and Part of the West 1/2 of Section 11, all in Township 42 North, Range 11, East of the Third Principal Meridian according to plat of said Smith-Pipenhaber Resubdivision registered in the Office of the Registrar of Titles of Cook County, Illinois on August 19, 1966 as Doc. 2287639 ("the Premises") in Cook County, Illinois; commonly known as 423 Cherry Street; Wheeling, Illinois

Commonly Known as:
Tax Parcel Identification No:

03-10-400-016

The Premises shall also include all of the Mortgagor's right, title and interest in and to the following:

- (1) All easements, rights of way, licenses, privileges and hereditaments;
- (2) Land lying in the bed of any road, or the like, opened, proposed or vacated, or any strip or gore adjoining the Premises;
- (3) All machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever located now or in the future in or upon the Premises and used or capable in connection with any present or future operation of the Premises (all of which is called "Equipment"). It is agreed that all Equipment is part of the Premises and appropriated to the use of the real estate and, whether fixed or annexed or not, shall for the purposes of this Mortgage unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warranted to the Mortgagee;
- (4) All mineral, oil, gas and water rights, royalties, water and water stock, if any;
- (5) All awards or payments including interest made as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, any loss of or damage to any building or other improvement on the Premises, any other injury to or decrease in the value of the Premises, any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises, and the reasonable attorney's and paralegal's fees, costs and disbursements incurred by the Mortgagee in connection with the collection of any such award or payment;
- (6) All of the rents, issues and profits of the Premises under present or future leases, or otherwise.

The Premises are unencumbered except as follows:

None

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"Permitted Encumbrances": If the Premises are encumbered by Permitted Encumbrances, the Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagor shall provide copies of all writings pertaining to Permitted Encumbrances, and the Mortgagee is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

This Mortgage secures the indebtedness or obligation evidenced by:

(i) The note(s) dated **June 17, 1992** in the principal amount of **231,000.00** respectively, maturing on **June 17, 1997** executed and delivered by

First Nat'l Bank of Niles, Trustee to the Mortgagee with interest at the per annum rate of **nine and three quarter percent** (9.75%) on the principal balance remaining from time to time unpaid. Interest after default or maturity of the note, whether by acceleration or otherwise, on the principal balance of the note remaining from time to time unpaid shall be at the per annum rate of **twelve and three quarter percent** (12.75%) and

(ii) the guaranty of the debt of **Paul and Helen Buck** executed and delivered by **Paul Buck and Helen Buck**

dated **June 17, 1992**

to the Mortgagee, and

(iii) **Security Agreement and Assignment of Interest in Land Trust No. 785**, **First National Bank of Niles, Trustee** including any extensions, renewals, modifications or replacements without limit as to the number or frequency (the "Debt")

LIMITATION ON AMOUNT SECURED BY MORTGAGE: Notwithstanding anything to the contrary contained in this Mortgage, the amount secured by this Mortgage shall not exceed the principal sum of **\$ 231,000.00** at any one time outstanding.

FUTURE ADVANCES AND CROSS LIEN: The Debt shall also include all other present and future, direct and indirect obligations and liabilities of the Mortgagor, or any one or more of them, with or without others, to the Mortgagee. This shall not apply to any obligation or debt incurred for personal, family or household purposes unless the note or guaranty expressly states that it is secured by this Mortgage.

This Mortgage shall also secure the performance of the promises and agreements contained in this Mortgage.

The Mortgagor promises and agrees as follows:

1. PAYMENT OF DEBT; PERFORMANCE OF OBLIGATIONS. The Mortgagor shall promptly pay when due, whether by acceleration or otherwise, the Debt for which the Mortgagor is liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any loan documents evidencing the Debt.

2. TAXES. The Mortgagor shall pay, when due, and before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage. Should the Mortgagor fail to make such payments, the Mortgagee may, at its option and at the expense of the Mortgagor, pay the amounts due (plus the interest of

the Mortgagor). Upon the request of the Mortgagee, the Mortgagor shall immediately furnish to the Mortgagee all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Mortgagee of any lien on all or any part of the Premises and shall promptly discharge any unperfected lien or encumbrance.

3. CHANGE IN TAXES: In the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date of this Mortgage, in any manner changing or modifying the law, now in force, governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the entire principal secured by this Mortgage and all interest accrued shall become due and payable immediately at the option of the Mortgagee.

4. INSURANCE: Until the Debt is fully paid, the Mortgagor shall keep the Premises and the present and future buildings and other improvements on the Premises constantly insured for the benefit of the Mortgagee against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State of Illinois, including risks of vandalism and malicious mischief, and shall further provide flood insurance of the Premises if same are situated in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Damage Protection Act of 1968 and regulations issued under it.

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21. MISCELLANEOUS. If any provision of this Mortgage is in conflict with any statute or rule of law as it is then or may be in effect at any time or for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or inconsistency and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage. Notwithstanding the Nonrecourse of any right or remedy granted or retained to us in respect of strict performance by the Mortgagor, shall affect or act as a waiver of any right or remedy of the Mortgagor, nor affect the subsequent exercise of the same by us or by the Mortgagor for any subsequent default by the Mortgagor, and all rights and remedies of the Mortgagor in connection

These promises and agreements shall bind and the same may be binding upon the heirs, children, successors and assigns of either of the parties and their respective executors and administrators. If there are more than one Mortgagor, the obligations under this Mortgage shall be joint and several.

This Mortgage shall be governed by Illinois law except to the extent it is preempted by Federal law or regulations.

22. WAIVER OF HOMESTEAD RIGHTS. Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois. Mortgagor does hereby expressly waive and release any and all valid or prospective claims, demands or causes of action which secure the Debt or to negate the Mortgagor to pursue its remedies against any other such asset.

23. WAIVER OF RIGHT OF REDEMPTION. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR ACQUIRING ANY INTEREST IN OR RELATED TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS AGREEMENT. IN THE EVENT THE PREMISES ARE AGRICULTURAL PROPERTY, MORTGAGOR IS AN

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~~new law hand~~

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of Methuen the day and year next forthcoming.

NBD Mount Prospect
1190 S. ELMHURST
Mt. Prospect T11

State of Illinois

Groups of Cooks

the undersigned

personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **The Y** signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and notarial seal this

July 1992

My Commission Examples

S. M. BULMAN

State of Illinois

92442226

County of Cook

I. the undersigned
Kathleen A Nellessen

a Notary Public in and for said County, in the State aforesaid, doth hereby certify that
of **First National Bank of Niles**
corporation, association and **Margaret L. Urban**

of said (corporation) association personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such **Asst Trust Officer** and **Asst Vice President**, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said (corporation) association, as Trustee, for the uses and purposes therein set forth, and the said did also then and there acknowledge that he, as custodian of the corporate seal of said (corporation) association, affixed the said corporate seal of said (corporation) association to said instrument as his own free and voluntary act, and as the free and voluntary act of said (corporation) association, for the uses and purposes therein set forth.

An official notary seal featuring a rectangular border with the words "OFFICIAL SEAL" at the top. Inside, it says "GLORIA D. JONES" in large letters, followed by "NOTARY PUBLIC STATE OF ILLINOIS" and "My Commission Expires 12/26/93".

My Commission Expires

This Mortgage is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned thereby 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 undersigned personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned and its successors personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing 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.

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REISSUE NO. 110-3

shouldered with a mass of debris. A few yards away, a large boulder had been tilted over by the force of the blast, and a small stream was flowing down its side. The water was muddy and contained many suspended particles. A few yards further along, another large boulder had been tilted over, and a small stream was flowing down its side. The water was muddy and contained many suspended particles.

THE END OF THE LINE FOR THE NEW GOVERNMENT IN
THEIR OWN WORDS - PART 11 - ENTHRONED VERSUS EXILED

ХИМІЧНА МІСЦЕВОСТЬ ВІДНОСИТЬСЯ ДО ТИПУХ: АЛКАЛОЇДІВ, СІРКІВНИХ, ГІДРОГЕНСІРКІВНИХ, АЛКАЛОЇДІВ-СІРКІВНИХ, АЛКАЛОЇДІВ-ГІДРОГЕНСІРКІВНИХ, АЛКАЛОЇДІВ-ГІДРОГЕНСІРКІВНИХ-СІРКІВНИХ.

ALCOPY

The **ALCOPY** command is used to copy files from one location to another. It is a powerful command that can be used to copy entire directories or specific files. The syntax for the **ALCOPY** command is as follows:

```
ALCOPY [source] [destination] [/S] [/E] [/W] [/R] [/T]
```

The **[source]** parameter specifies the source directory or file to be copied. The **[destination]** parameter specifies the destination directory where the files will be copied. The **/S** switch copies all subdirectories and files. The **/E** switch copies all subdirectories and files, including empty ones. The **/W** switch displays a progress bar during the copy process. The **/R** switch replaces existing files in the destination directory. The **/T** switch copies files in transactional mode, which allows multiple users to access the same files simultaneously.

The **ALCOPY** command is useful for copying large amounts of data between different locations. It can also be used to copy files from a local drive to a network share or vice versa. The **ALCOPY** command is a powerful tool for managing data in a Windows environment.

TO THE EMBASSY OF

SANTINI 3

THEORY OF OPTICAL CIRCUIT ELEMENTS. 8

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standard says to stop with

ppm's. (in + ppm's) = ppb

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the presence, disposal, release or threatened taking of any Hazardous Materials on, over, under, from or affecting the Premises, or the removal, storage, handling, processing, treatment, transportation, or disposal of any Hazardous Materials, personal property, persons or animals, resulting in, causing, contributing to, or being responsible for, any death, personal injury, disease, illness, or related wrong, death or property damage, or other personal injury, arising out of or related to such Hazardous Materials on the Premises, resulting from or arising from any settlement reached or government order relating to such Hazardous Materials, or respect to the Premises, and/or in any violation of laws, rules, regulations, requirements or demands of government authorities, or any policies, or regulations of the Mortgagee, which are based upon or in any way related to such Hazardous Materials used on the Premises. The indemnity obligations under this paragraph are specifically limited as follows:

(ii) The Mortgagor shall have no indemnity obligation with respect to Hazardous Materials that are first introduced to the Premises or any part of the Premises after the date that the Mortgagor's interest in and possession of them out of the Premises to which such Hazardous Materials have been so introduced shall have fully terminated by foreclosure of the Mortgage or acceptance of a deed in lieu of foreclosure.

(iii) The Mortgagor shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Premises or any part of the Premises by the Mortgagor, its successors or assigns.

The Mortgagor agrees that in the event this Mortgage is foreclosed or the Mortgagor tenders a deed in lieu of foreclosure, the Mortgagor shall deliver the Premises to the Mortgagor free of any and all Hazardous Materials which are there now or are to be removed (whether over time or immediately) pursuant to applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises.

For purposes of this Mortgage, "Hazardous Materials", means any materials, substance, or which is or becomes defined as a "hazardous substance", "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Section 6901 et seq., and amendments thereto and regulations promulgated thereunder, (ii) containing gasoline, oil, diesel fuel or other petroleum products, (iii) which is or becomes defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act (42 USC Section 6901 et seq.) and amendments thereto and regulations promulgated thereunder, (iv) containing polychlorinated biphenyls (PCBs), (v) containing asbestos, (vi) which is radioactive, (vii) which is otherwise *hazardous*, or (viii) the presence of which requires investigation or remediation under my federal, state or local statute, regulation, ordinance or policy, or (ix) which is or becomes defined as a "hazardous waste", "hazardous substance", "pollutant" or "contaminant" under any federal, state or local statute, regulation or ordinance, or (x) any explosive, corrosive or otherwise *hazardous* substance, material or waste, which is or becomes regulated by any federal, state or local governmental authority, or (xi) which causes a nuisance upon or waste to the Premises.

"Governmental Regulation(s)" means any law, regulation, rule, policy, or scheme, or similar requirement of the United States, any state, any county, city, or other agency or subdivision of the United States or any state.

The provisions of this section shall be in addition to any and all other obligations and liabilities the Mortgagor may have to the Mortgagor under the Debt, any loan document, and in common law, and shall survive for the repayment of all sums due for the Debt, (b) the satisfaction of all of the other obligations of the Mortgagor in this Mortgage and under any loan document, or the discharge of this Mortgage, and (d) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in the Mortgage, it is the intention of the Mortgagor and the Mortgagor that the above-referenced provisions of this section shall only apply to inaction, noncompliance, inactivity, or non-operation of the Premises in which any interest of the Mortgagor is situated and if any claim is made against the Mortgagor for the payment of monies

C. EVENTS OF DEBT ACCELERATION: Upon the occurrence of any of the following, the Mortgagor shall be entitled to exercise its remedies under the Mortgage or as otherwise provided by law: (1) the Mortgagor or, if either the Mortgagor, any principal obligor of the Debt, Principal Obligor fails to pay when due any amount payable under the notes or the quantity of any other instrument evidencing the Debt; (2) the Mortgagor or Principal Obligor fails to observe or perform any other term of the notes, the quantity or any other instrument evidencing the Debt or fails to make any materially incorrect or misleading representation in any financial statement or other information delivered to the Mortgagor; (3) the Mortgagor or Principal Obligor defaults under the terms of the Mortgagor's any loan agreement, mortgage, security agreement or other document executed as part of the Debt transaction or any instrument of the Debt becomes confidential in whole or in part, or any evader fails to promptly perform under such a statute; (4) the Mortgagor fails to pay when due any amount payable under any note or agreement evidencing debt to the Mortgagor or defaults under the terms of an agreement or instrument relating to or securing any debt for borrowed money owing to the Mortgagor; (5) a reportable event as defined in the Employee Retirement Income Security Act of 1974, as amended occurs that would permit the Pension Benefit Guaranty Corporation to terminate any employee benefit plan of the Mortgagor or Principal Obligor or any affiliate of the Mortgagor or Principal Obligor; (6) the Mortgagor or Principal Obligor becomes insolvent or unable to pay debts as they become due; (7) the Mortgagor or Principal Obligor can make an assignment for the benefit of creditors or cause an appointment of a receiver or trustee for itself or for a substantial portion of its assets or commence any proceeding under the Bankruptcy Code or another liquidation, reorganization or similar law of any jurisdiction. Section 8.2(d) of this instrument applies to the Mortgagor or Principal Obligor or for a substantial portion of its assets with the consent of the party against which the appointment is made and is not to exceed within 60 days after such appointment, all proceedings are commenced against the Mortgagor or Principal Obligor under the Bankruptcy, reorganization, liquidation or similar laws of any jurisdiction and such proceedings remain undischarged for 60 days after commencement of the Mortgagor or Principal Obligor consents to the commencement of such proceedings unless any judgment is entered against the Mortgagor or Principal Obligor or an attachment levy or garnishment is levied against any property of the Mortgagor or Principal Obligor; (8) any interest rates are modified for the benefit of the Mortgagor or Principal Obligor or any other person affecting the Premises; (9) the Mortgagor or Principal Obligor leases any part of the Premises except as provided in this Mortgage without the prior written consent of the Mortgagor or Principal Obligor; (10) the Mortgagor or Principal Obligor or the Mortgagor or Principal Obligor without the Mortgagor's written consent creates or consolidates or consolidates with any third party, or is the holder of a partnership or business outside the ordinary course of its business; or (11) failed to do any of the foregoing; (12) there is a substantial change in the existence or prospective

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ARTICLE ELEVEN: BREACH. Upon the occurrence of any of the events or default set forth in this Mortgage, at the sole option of Mortgagor, the note and/or other liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Mortgagor and its attorney in proceeding to collect and/or protect and/or realize on the property covered by this Mortgage and/or in preserving the enforcement of Mortgagor's obligations under the Pricess, and in the event of a default in connection with the despatch of the Pricess. When the note and/or other liabilities hereby shall be satisfied, the attorney fees, costs and expenses of Mortgagor shall have the right to receive credit against the note of this Mortgage. The amount of such credit shall be the amount of attorney fees, costs and expenses of collection and/or protection of the note and/or other liabilities, plus interest thereon at the rate of six percent (6%) per annum from the date of the note and/or other liabilities until paid in full, plus reasonable costs and expenses of collection and protection of the note and/or other liabilities, plus title insurance premium. To the extent of six years and thereafter, and if such date and/or attorney fees, costs and expenses of Mortgagor shall have been reasonably necessary to the protection of the note and/or other liabilities, plus any foreclosing sale. All of the foregoing items which may be expended after notice of the foreclosure judgment may be claimed by Mortgagor. All expenditures and expenses mentioned in the paragraph above shall be paid by Mortgagor, shall be some additional indebtedness to the principal and shall be added to the sum of costs evidencing any of the debts. Expenses shall be applied to any expenditures or expenses which are payable by Mortgagor or which by Mortgagor in connection with the note and/or other liabilities, shall be incurred in the defense and bankruptcy proceedings to any Mortgage or Debtor party thereto, as plaintiff or defendant. In case of any Mortgagor's death and his/her estate settled by or to any preparation for the same, receipt of amounts due for the last estate of this Mortgage, either before or at the time of his/her death, or if actually commenced or preparation for the same, or if any of the debts of the estate of the Deceased or his/her estate, or if any debts of the estate of the Deceased or his/her estate, whether or not actually commenced, or if any principal or interest due or to be due, or any threatened suit or proceeding which might affect the Pricess, or the estate, or whether or not actually commenced. The proceeds of any settlement sale shall be distributed and applied in the following order of priority, first, to the payment of all costs and expenses incident to the foreclosing procedure, including all the items that in above mentioned section and all other items which under the terms of this Mortgage constitute indebtedness, secondly to Mortgagor or Mortgagor's heirs, legatees, representatives, successors or assigns, as their rights may appear, third, or at any time after the filing of a complaint to foreclose this Mortgage, the note, or which suit is filed may grant the Mortgagor the right to pay off the Pricess pursuant to Chapter 100 Sections 15-170 through 15-173 of the Illinois Revised Statutes and/or appoint a receiver of the Pricess. Satisfaction and/or appointment may be made either before or after entry of judgment of foreclosure, without notice, *if and only if* to the solvency or insolvency of Mortgagor, at the time of application for the satisfaction or without regard to the other value of the Pricess, or whether the Pricess shall be then occupied or otherwise held or not. Mortgagor may be compelled to the receiver, the Mortgagor is possessed of and/or has or shall have all powers conferred by law, including but not limited to the power to collect the amount of principal and profits of the Pricess, during the period of time the Debtor is satisfied, or until all debts of indebtedness of Mortgagor to the Pricess, the total liability period of the Pricess, are paid in full, whether they be repayment or otherwise, for services further to be rendered, Mortgagor except for the interest in the Mortgaged property, or in case of a default, would be entitled to collect the rents, issues and profits. The Mortgagor in possession of receiver shall also have all other power to which may be lawfully or reasonably granted for the protection, preservation, collection and/or operation of the Pricess. The creditor shall have the right to collect the indebtedness from time to time, whether or the Mortgagor is in default or not, and to apply the net income in its hands or power to the whole or any part of the indebtedness created hereby or secured by this instrument, for closing this Mortgage, and any unspecial assessment of other items of encumbrance, including but not limited to, the application to the benefit of or the judgment and/or award of the creditor, and/or the creditor or any person(s) or the note, or any other holder of the indebtedness. No action for the enforcement of the note or any other holder of the indebtedness, or the Mortgage, or any other instrument, which would be taken against the creditor, or the party holding the same in any action, shall have upon the note,

NOTICES. Notice is hereby given that the following meetings will be de voted to the election of officers and trustees, and to the transaction of the regular business of the Association, to be held at the same time and place as the annual meeting of the following societies, and that all persons interested in the organization and affairs of the Association are invited to attend the same, and to be present at the election of officers and trustees, and to transact such other business as may be deemed expedient by the Association.