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THE ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

THIS INDENTURE, made June 25, 1992, between Glenview State Bank

not personally, but as Trustee under agreement dated September 12, 1990 and known as Trust No. 3964
(herein referred to as "Mortgagor") and LAKELAND COMMUNITY BANK, AN ILLINOIS BANKING CORPORATION
(herein referred to as "Mortgagee").

WITNESSETH

THAT WHEREAS Mortgagor is justly indebted to Mortgagee in the sum of Thirty Thousand & 00/100 dollars (\$ 30,000.00) evidenced by a certain Promissory Note of even date herewith executed by Mortgagor, payable to the order of the Mortgagee and delivered, by which Note Mortgagor promises to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of 8.50 per cent (8.50 %) per annum prior to maturity, at the office of Mortgagee in Round Lake Heights, Illinois, in XXXXXXXXXXXXXX successive monthly installments commencing 30 Days from first disbursement, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ Interest Only each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at 11.50 % per annum; together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note").

NOW, THEREFORE, the Mortgagors to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, doth these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

LOT (5) IN BLOCK "D" IN HARRIS' PARK VISTA SUBDIVISION, BEING A SUBDIVISION OF THE NORTH QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) (EXCEPT PARTS THEREOF TAKEN FOR HIGHWAYS) OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 1468085.

P.I.N. 09-13-211-017

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COOK COUNTY RECORDER	

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

TOGETHER with all improvements, tenements, emoluments, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are now and forever 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 singly, unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereinafter placed on the premises by the Mortgagor or its successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth.

This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side hereof) among other things, require Mortgagor to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagor, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness accrued hereunder, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorney's fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagor and those claiming through it.

In the event Mortgagors sell or convey the premises, or if title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than the Mortgagors or co-signers, or upon the death of any co-signer, Mortgagee shall have the option of declining immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto.

This mortgage is executed by GLENVIEW STATE BANK, 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 it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this mortgage shall be construed as creating any liability on the GLENVIEW STATE BANK or on any of the beneficiaries under said trust agreement personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, GLENVIEW STATE BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its (Executive) (Assistant) (Vice-President) (Trust Officer), and its corporate seal to be hereunto affixed and attested by its (Executive) (Assistant) (Vice-President) (Trust Officer) the day and year first above written.

GLENVIEW STATE BANK At Trustee as aforesaid and not personally,
(Executive) (Assistant) (Vice-President) (Trust Officer)
(Executive) (Assistant) (Vice-President) (Trust Officer)
(Executive) (Assistant) (Vice-President) (Trust Officer)

STATE OF ILLINOIS } ss. 1. THE UNDERSIGNED
COUNTY OF COOK } a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that

Kenneth J. Cooke

(Executive) (Assistant) (Vice-President) (Trust Officer) of the GLENVIEW STATE BANK, and Alice Hansen, (Executive) (Assistant) (Vice-President) (Trust Officer) of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Executive) (Assistant) (Vice-President) (Trust Officer), and (Executive) (Assistant) (Vice-President) (Trust Officer), respectively, appeared before me this day 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 Bank, as Trustee as aforesaid, for the uses and purposes herein set forth, and that said (Executive) (Assistant) (Vice-President) (Trust Officer) and I have acknowledged that said (Executive) (Assistant) (Vice-President) (Trust Officer), as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said (Executive) (Assistant) (Vice-President) (Trust Officer), as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this 25th day of June, 1992.

This Document Prepared By: Robert R. Chodil
Lakeland Community Bank, 935 W. Rollins Road
Round Lake Heights, IL 60073

OFFICIAL SEAL

KAREN R. SHADDOCK-YOUNG

Notary Public Notary Public, State of Illinois

FOR RECORDERS INDEX PURPOSES USE STAMP NUMBER 395
ABOVE DESCRIBED PROPERTY HERE

7307 Foster Avenue
Morton Grove, IL 60053

NAME Lakeland Community Bank
STREET 935 W. Rollins Road
CITY Round Lake Heights, IL 60073
INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER 395

UNOFFICIAL COPY

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 ARE REVERSE SIDE OF THIS MORTGAGE.

1. Mortgagor covenants and agrees to pay said indebtedness and the interest thereon as herein and in said Note or other evidence thereof provided, or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special assessments, water charges, and service charges against the premises, including those hereinafter due, and to furnish Mortgagor, upon request, duplicate receipts therefor, and all such items extended against said premises shall be continually deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagor may require to be insured against, and to provide liability insurance and such other insurance as the Mortgagor may require, until said indebtedness is fully paid, or in case of foreclosure, until the expiration of the period of redemption, for the full insurable value thereof, to such companies, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clauses satisfactory to the Mortgagee making them payable to the Mortgagee, and in case of loss, make same payable to the owner of the premises at sale, owner of any deficiency, any receiver or redemptioner, acting in a dual, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in discharge, all claims thereunder and to exercise and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the premises or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or in reality owned and unless, unless Mortgagor elects to apply on the indebtedness accrued hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanics or other lien or claim of lien not expressly subrogated in writing to the lien hereof; (6) Not to make, suffer or permit any unpaid use of any portion to exist on said premises nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to the premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, to any use of the premises for any use other than that for which it is now used; (9) Any alterations of the improvements or apparatus appurtenances, fixtures or equipment now or hereafter upon said premises, to any portion or on conditional lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said premises; (10) To pay the premium on Mortgage Company insurance covering this mortgage when required by Mortgagee pursuant to its written commitment; and (11) To pay when due any indebtedness which may be secured by a lien or charge upon the premises superior to the lien hereof, and upon receipt, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee.

2. In addition to the monthly payments of the principal and interest payable under the term of the Note, the Mortgagor agrees to pay to the holder of the Note, when requested by the holder of the Note, such sum as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of life insurance and such other hazards as shall be required hereunder covering the mortgaged property, and for the payment of taxes and special assessments occurring on the property (all as estimated by the holder of the Note), such sum to be held by the holder of the Note without any allowance for interest, for the payment of such premiums, taxes and special assessments provided that such request whether or not complied with shall not be construed to affect the obligations of the Mortgagor to pay such premiums, taxes and special assessments, and to keep the mortgaged premises insured against loss or damage by fire or lightning; (ii), however, payments made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagor shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforesaid exceed the amount necessary to make such payment, an excess shall be credited on subsequent payments for these purposes to be made by Mortgagor.

3. The privilege is granted to make prepayments on the principal of the Note on any interest payment date upon thirty days prior written notice. ~~RECORDED 10/19/1998 IN KODIAK COUNTY, AK, SEC. 10 DEPT. OF RECORDS AS PERTAINING TO THE PREVIOUSLY RECORDED DOCUMENTS, EXHIBITS, ADDENDA, ETC., WHICH ARE HEREBY INCORPORATED BY REFERENCE AS PART OF THIS DOCUMENT.~~

4. Mortgagor shall promptly pay, when due the principal and interest on the debt evidenced by the Note and any late charges due under the Note.

5. Mortgagor agrees that Mortgagee can employ counsel for advice or other legal services at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the title to the instrument, or any litigation to which the Mortgagee may be made a party or account of this item or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees and costs incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses to reasonably incur in the defense of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or title, including reasonable estimated amounts to cover loss in the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagee on demand and if unpaid shall be included in any decree of judgment as a part of said mortgage debt and shall include interest at the rate of

11.50

per cent **11.50** per annum.

6. In case of default therein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payment of principal or interest, or for encumbrance, duty, and purchase, discharge, compute or settle any tax, lien or other prior claim or debt or of record from any cause or by affecting said premises or interest any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid to the holder in connection therewith by holding attorney's fees, and any other monies advanced by Mortgagee in its discretion to protect the premises and the bond thereof shall be no additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of **11.50** per cent **11.50** per annum in addition of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default hereinunder on the part of the Mortgagor.

7. Mortgagee making any payment hereby authorized relating to taxes, assessments, may do so according to any bill, statement or estimate presented from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate as to the validity of any tax, assessment, sale, forfeiture, tax, license or claim thereon.

8. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable immediately to the time of default in making payment of any installment on the Note or on any other obligation secured thereby, or if the whole debt shall be due and continue for three days in the performance of any other agreement of the Note, or a decree contained

9. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagor shall have the right to foreclose the debt hereof. In any suit to foreclose the debt hereof, there shall be allowed and included an additional indebtedness in the decree for sale all costs, attorney's fees and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, attorney's fees, mileage for documentary and expert evidence, stenographic charges, costs, time and costs which may be estimated as sufficient to compensate for the expense of procuring all such abstracts of title, title searches and examinations, guarantee policies, and insurance certificates and similar documents and assurances with respect thereto as Mortgagee may deem to be reasonably necessary either to prove or establish or to defend or to satisfy any claim which may be held paramount to the true condition of the title or the value of the property. All expenditures and expenses of the nature in this paragraph mentioned shall be borne by such additional indebtedness secured hereby and immediately due and payable with interest thereon at the rate of **11.50** per cent **11.50** per annum, and paid or incurred by Mortgagee, in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured or the preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced or (b) preparations for the continuation or extension by son for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.

10. Upon or at any time after the filing of suit to foreclose this Mortgage, the Court in which such action is filed may appoint a receiver of said premises but appointment of may be made either before or after sale, without notice, without regard to the then value of the premises or whether the same shall be the best, except as a honest and fair, 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 suit to foreclose and in the case of sale and/or default during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee except for the intervention of suit to foreclose, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or are used in such cases for the protection of holding insurance and repaired 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 all or some of his funds to payment in whole or in part of (1) the unpaid amount secured hereby, or evidenced by any decree foreclosing this Mortgage or any tax, special assessment or other lien which, due to its seniority, shall become superior to the lien hereof or (2) to provide such application to make prior to foreclose sale, (2) the deficiency in case of a sale and deficiency.

11. The Mortgagor will not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of, or stay or extension or injunction law, any exception from execution or sale of the premises or any part thereof, whether created, now or at any time hereafter enforced, which may affect the same and/or movements of the premises, or (b) Mortgagee, our claim, take, or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or subdivision thereof, it may be made pursuant to any provision herein, or pursuant to the decree, judgment, or order of any court of competent jurisdiction, or the Mortgagee hereby expressly waives all benefit or advantage of any such law or laws and covenants not to hinder, delay, or impede the execution of any power herein granted or delegated to the Mortgagee, but to render and permit the execution of every power notwithstanding such law or lawfulness made or enacted by the Mortgagee, for itself and all whom may claim under it or whom waives in the event that it may lawfully do, all right to have the mortgaged property mortgaged upon any fee simple interest.

12. No action for the enforcement of the lien or of any provision herein shall be subject to any defense which would not be good and available in the case of an action at law upon the Note.

13. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken in damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagee to sue, recover or assign.

14. All rents, issues and profits of the premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said premises, or any part thereof, whether said lease or agreement be written or verbal, and it is the intention hereof to pledge said rental, issue and profit on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and shall establish absolute transfer and assignment of all Mortgagee's interest in all such leases and agreements and all the rents thereunder, together with the right to sue for default, when before or after foreclosure to enter upon and take possession of the same, and to retain and operate said premises in any part thereof, under leases for terms deemed advantageous to it, terminating or modifying existing or future leases, collect and avail rents, issues and profits regular or otherwise, and use such measures as shall be legal or equitable as it may deem proper to enforce collection of them, or employ collecting agents or other employees, direct or indirect, and to remove any furniture and equipment therefrom when it deems necessary, power to acquire the and extend coverage and other forms of insurance as may be deemed desirable, and to generally increase the powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which it is hereby created on the premises and on the income therefrom, which then is prior to the lien of any other indebtedness hereby secured, and out of the income reasonably compensation for the same, insurance premium, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given and exercised in the applying of funds of income to its full distribution, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured before or after any decree of foreclosure, and in the discretion of the pro-ceeds of sale, if any, whether there be a decree in personam thereof or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion feels that there is no substantial sum corrected to hand in personam of the Mortgagee's agreement, hereto, the Mortgagee, on affidavit evidence of shall be liquidated, paid and to Mortgagee any sum plus income in its hands, the possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until delivery of a deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued, Mortgagee shall, however, have the discretionary power at anytime to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers if any, which it might have had without this paragraph.

15. In the event new buildings and improvements are now being made or about to be erected or placed on the premises (that is, if this is a construction loan mortgage and the Mortgagee does not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgagee, on or before thirty days prior to the date of the first payment of principal, or if work on said construction should cease before completion and the said work should remain abandoned for a period of thirty days, then and in either event, the entire principal amount of the Note secured by this Mortgage and interest thereon shall at once become due and payable, at the option of the Mortgagee, and in the event of abandonment of work upon the construction of the said buildings and improvements for the period of thirty days as aforesaid Mortgagee may, at its option, also enter into and upon the mortgaged premises and complete the construction of said buildings and improvements and money expended by Mortgagee in connection with such completion of construction shall be added to the principal amount of said Note and secured by these presents, and shall be payable by Mortgagee on demand, with interest at the rate of **11.50** per cent **11.50** per annum. In the event Mortgagee shall elect to complete construction, Mortgagee shall have full and complete authority to employ workmen to protect the improvements from depreciation or injury and to preserve and protect the personal property thereon, to constitute any and all outstanding contracts for the erection and completion of said building or buildings to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of the Mortgagee, and to pay and discharge all debts, obligations and liabilities incurred thereby).

16. A reconveyance of said premises shall be made by the Mortgagee to the Mortgagee or Mortgagee on full payment of the indebtedness, forward, the performance of the covenants and agreements herein made by the Mortgagee, and the payment of the reasonable fees of said Mortgagee.

17. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" 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.

18. MORTGAGOR DOES HEREBY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE ILLINOIS STATUTE, ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, OR IN OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE.