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RECORDATION REQUESTED BY:

First National Bank of Morton Grove
6201 West Dempster Street
Morton Grove, IL 60053

WHEN RECORDED MAIL TO:

First National Bank of Morton Grove
6201 West Dempster Street
Morton Grove, IL 60053

SEND TAX NOTICES TO:

JoAnn E. Mc Cauley and Don P. Mc Cauley
2619 Northhampton Drive
Rolling Meadows, IL 60008

DEPT-01 RECORDING \$39.50
T#4444 TRAN 3762 07/30/92 14:58:00
#5201 52-559968
COOK COUNTY RECORDER

92559968

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED JUNE 26, 1992, between JoAnn E. Mc Cauley and Don P. Mc Cauley, husband and wife, whose address is 2619 Northhampton Drive, Rolling Meadows, IL 60008 (referred to below as "Grantor"); and First National Bank of Morton Grove, whose address is 6201 West Dempster Street, Morton Grove, IL 60053 (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 inlets 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 materials, located in Cook County, State of Illinois (the "Real Property"):

THE SOUTHEASTERLY 27.91 FEET OF THE NORTHWESTERLY 164.90 FEET OF LOT ONE HUNDRED FIFTY SIX IN MEADOW EDGE UNIT 3 BEING A SUBDIVISION IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 27 TOWNSHIP 42 NORTH RANGE 10 AND THE NORTHEAST QUARTER OF SECTION 34 TOWNSHIP 42 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY ILLINOIS ON DECEMBER 16, 1975 AS DOCUMENT NUMBER 2846687.

The Real Property or its address is commonly known as 2619 Northhampton Drive, Rolling Meadows, IL 60008. The Real Property tax identification number is 02-27-414-1, F-0200.

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 26, 1992, between Lender and Grantor with a credit limit of \$30,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 6.500% 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 maximum rate. Under no circumstances shall the interest rate be more than the lesser of 18.000% 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 JoAnn E. Mc Cauley and Don P. Mc Cauley. 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 and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement and Related Documents. 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 First National Bank of Morton Grove, 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.

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, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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 INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. THIS MORTGAGE IS GIVEN AND ACCEPTED ON

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cost of such improvements.

Experiences of Preparation. Greater stress upon demand rather than upon supply brings a written statement of the boxes and assessments and their propriety.

In addition, the new plan will add and eliminate fees of other charges that could become a result of a transfer, or fees under the Property, Capital and

REGN TO DO **Concerned.** Greater may wherewithal payement of alry bck, assessment, or claim in connection with a good for which he dispuale over the obligatioon to

lender under the Mortgagage, except as set forth in the Deed of Trust or otherwise provided in the Mortgagage.

Permittee shall pay when due (and in all events prior to delinquency) all taxes, interest, penalties, expenses, assessments, water charges and similar service charges levied against or on account of the property, and shall pay when due all sums for work done on or for services

CES AND LEADS. The following provisions relating to the leases and leases on the Property are a part of this Agreement:

the method of compensation of real property losses. If any general corporation or partnership of any kind has had its assets held up or by any other circumstances, or by any transfer of property to the trustee, or by any transfer of partnership or by any other method of compensation of real property losses.

of transfer, without the transferor's prior written consent, or if it or any part of the Real Property, or any interest in the Real Property, is sold, transferred, exchanged, or otherwise disposed of by the transferor.

SELLER AGREES TO CONSENT TO PURCHASE BY BUYER, PROVIDED THAT BUYER IS QUALIFIED, DESIRES TO PURCHASE AND AGREES TO PAY THE PURCHASE PRICE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Guarantor to post adequate security or a stay bond, reasonably sufficient to protect Lender's interest.

achieve, or to govern numerous and widely scattered communities during any year of the company's existence, including appropriate appeals to the Legislature, so long as General Assembly has not failed to render its services, now or hereafter, to the company.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to business and to inspect the Property for purposes of enforcement of this Note.

Lander. As a condition to the removal of the boundaries, Lander may require Granger to make arrangements satisfactory to Lander to replace such improvements with improvements of at least one value.

number, whereas (including oil and gas), say 5% of rock products without the prior written consent of Landor.

acquired by Landlords acquisition of - /Interest in the Property, whether by force or otherwise.

members of not the same was a should have been known to Gartner. The providers of this section of the report are included in the Pioneers.

(d) agrees to make available to the undersigned at any time and from time to time such information as may be reasonably necessary or convenient in connection with the preparation of any statement or report required by this section.

contaminated hazard site or treated area. Any other person who may have been exposed to the hazard site or treated area must be informed by the responsible party or his/her representative.

regulations can go or otherwise, including without limitation those laws, regulations, and ordinances described above. Certain substances listed under section 313 of the Toxic Substances Control Act may also be subject to regulation by EPA.

other substances used in the production shall not, generally, exceed the maximum permissible limits of 0.05% of the total weight of the product.

(b) *Customer has no knowledge of, or reason to believe that there has been, exceed as previously described to and acknowledged by Lender*

Section 8901, et seq., or after adoption of Federal laws, rules, or regulations adopted pursuant to any of the foregoing.

Moreover, such tests do not measure what is taught in the Comparative Literature classroom. Extraneous factors, such as personal interests, family background, and language ability, affect the test results.

However, it is necessary to preserve its value.

For more information about the property, contact the owner, or to make an offer, please contact our office.

Borrowing provisions: *GRANTOR AGREES THAT GRANTOR'S POSSESSION AND USE OF THE PROPERTY SHALL BE GOVERNED BY THE PROVISIONS OF THE PROPERTY ACT.*

ADVANTAGE AND PERFORMANCE. Except as otherwise provided in the Mortgage, Guarantor shall pay to Lender all amounts secured by this Mortgage, and shall satisfy all of Guarantor's obligations under this Mortgage.

then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor.

Unexpired Insurance at Sale. Any unexpired insurance shall insure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness; shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the credit line and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation to First National Bank of Morton Grove, described as: Mortgage Loan dated November 6, 1990, and recorded on November 7, 1990 as document number 3924744T. The existing obligation has a current principal balance of approximately \$54,200.00 and is in the original principal amount of \$55,000.00. The obligation has the following payment terms: monthly. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees of Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Credit Agreement, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole discretion, to accomplish the matters referred to in the preceding paragraph.

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Attorneys' Fees: Expenses: A lawyer receives attorney fees as a part of action to recover such sums as the court may award to him or her in any case in which he has been engaged in the service of his client. An attorney's fee is the amount of money paid by the client to the attorney for his services. It is the amount of money paid by the client to the attorney for his services.

After settling of claims by defendant's agent to date a default and rescission has made under this message.

Judicial Precedent. Landlord may obtain a judicial decree foreclosing Grantee's interest in all or any part of the Property.

Whether or not the old open valve of the property speedes the insipidness by a subsantial amount. Employed by Lander shall not decidedly a person from serving as necessary.

rights under this subparagraph after his personal, by agent, or through a receiver.

may require a significant number of other users of the Project to make payments of part of their fees directly to Landor. If the Rents are collected by Landor, Landor may then exercise its rights under the leasehold interest it has in the property to recover its share of the amounts paid by the other users.

Legal Remedies. Under such laws the right, without notice to Gartner, to take possession of the Project and collect the Rent, including amounts due and unpaid, accrued and otherwise, under the lease, and to recover damages for the non-delivery or delivery of the Project, in addition to all other rights and remedies available under the Uniform Commercial Code.

Any one of many of the following figures and percentages, in addition to any other figures or percentages presented by Mr.

RIGHTS AND RESPONSIBILITIES OF DEFALKT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise his/her or its other rights or the use of funds or the drawing for prohibited purposes.

DEFALKT. Effect of the following, at the option of Lender, shall commence as soon as determined by Lender (Event of Default) under this Mortgage: (a) Grantor

FULL PERFORMANCE: A greater share of the independent sales force than ever before is turning to Gartner's suite of services to support their sales mission.

06-26-1992
Loan No.

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MORTGAGE
(Continued)

Page 5

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

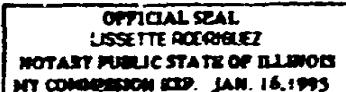
JoAnn E. Mc Cauley
X *Don P. McCauley*
JoAnn F. McCauley

Don P. McCauley

This Mortgage prepared by: X
Evelyn Winandt Wills

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) 88



On this day before me, the undersigned Notary Public, personally appeared JoAnn E. Mc Cauley and Don P. Mc Cauley, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20 day of July, 1992.

By *Lislette Rodriguez*
Notary Public in and for the State of Illinois
Residing at _____
My commission expires Jan. 16 1995

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