

14

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:

BANK OF PALATINE  
1 EAST NORTHWEST HIGHWAY  
PALATINE, IL 60067

COOK COUNTY, ILLINOIS

1992 AUG 14 PM 12:24

92603686

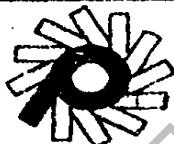
WHEN RECORDED MAIL TO:

BANK OF PALATINE  
1 EAST NORTHWEST HIGHWAY  
PALATINE, IL 60067

92603686

293

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



RECORDED IN THE  
COOK COUNTY CLERK'S OFFICE  
ON AUGUST 14, 1992  
BY BANK OF PALATINE

Bank of Palatine

## MORTGAGE

THIS MORTGAGE IS DATED MARCH 26, 1992, between DANNY A. THOMPSON and TRUDITH THOMPSON, HIS WIFE, whose address is 416 SO. PLUM GROVE ROAD, PALATINE, IL 60067 (referred to below as "Grantor"); and BANK OF PALATINE, whose address is 1 EAST NORTHWEST HIGHWAY, PALATINE, IL 60067 (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 utility 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");

**LOT 1 IN JOSEPH H. ANDERSON'S PLUM GROVE MANOR, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as 416 SO. PLUM GROVE ROAD, PALATINE, IL 60067. The Real Property tax identification number is 08-28-223-027-0000.

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.

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

**Grantor.** The word "Grantor" means DANNY A. THOMPSON and TRUDITH THOMPSON. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation, each and all of the co-owners, 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 to the Real Property, facilities, additions and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note 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.

**Lender.** The word "Lender" means BANK OF PALATINE, 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.

**Note.** The word "Note" means the promissory note or credit agreement dated March 26, 1992, in the original principal amount of \$10,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 8.25%. The Note is payable in 48 monthly payments of \$245.36 and a final estimated payment of \$1. The maturity date of this Mortgage is April 1, 1998.

**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 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 repair all repairs, replacements, and maintenance

**UNOFFICIAL COPY**

# UNOFFICIAL COPY

On the other hand, the first two chapters of the book are devoted to the study of the main features of the political system of the United States, and the last chapter is devoted to the study of the political system of the Soviet Union.

The following statement was made by the author of the original paper: "The author wishes to thank the members of the Research Department of the Bank of Canada for their valuable assistance in the preparation of this paper."

any member of Congress, either as leader or follower, (is) due before any work is commenced, and services are demanded.

Program, Churchill said Pay when due (and in an amount prior to disbursement) to the lessor, payee, or assignee, and such amounts shall be paid by the lessee and lessor to the payee, payee, or assignee, as may be required for the discharge of the lessor's obligations under the lease.

**SECTION 1031 EXCHANGES** - Commonly known as "like-kind exchanges", these transactions generally do not trigger capital gains or losses on the exchange unless the exchanged property is held for investment purposes.

Surveys of past participants show only a small portion of the participants are currently in treatment, so providers can reach many people who have been helped by previous treatment.

Landlords have been and are required to - apply for permission of governors of counties when making any alterations or additions to the property.

Leadership's Role in Disaster Recovery. Leader's role in disaster recovery may vary upon the final preparedness of the organization. Some leaders have to attend to

However, members of the party who have been involved in the struggle for democracy and freedom, should not forget that the party must remain committed to its principles and ideals.

The probability of this section of the argument being true is therefore the sum of the probabilities of all the possible ways in which it can be established.

any future decisions taken under the authority of section 10(1) of the Act will be subject to consultation in the same manner as the present decision.

(ii) Any such authority shall be entitled to make any representation or inquiry as to any part of law or practice to any other person. The representations and answers so made by any other person shall not be relied upon by the Law Board.

(b) Any person who has been granted a certificate of registration under section 10(1) of the Act may apply to the Minister for a renewal of the certificate.

(SABA), the International Maritime Organization Act, 46 USC Section 1801, et seq., the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq., and various other Federal laws, rules, or regulations adopted pursuant to any of the foregoing.

International Conference, The Hague, "International Trade," "Commercial Arbitration," "Dispute Resolution," and "International Protection of Intellectual Property Rights."

**TAX AND INSURANCE RESERVES.** Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an event of default as described below.

**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 Note 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 Note 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 Note, or (c) be treated as a balloon payment which will be due and payable at the Note'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 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 an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, any 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.

**Default.** If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

**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.

**CONDAMNATION.** 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 or 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 Lender's 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 pay; (c) from payments on the Indebtedness secured by this type of Mortgage; (d) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (e) 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.

**Addressees.** The mailing addressees of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (such 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, assignments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable to cause to effectiveness, complete, perfect, continuance or preserve (a) the obligations of Grantor under the Note, 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 in the contrary by Lender in writing, Grantor shall reimburse Lender for all legal and expenses incurred in preparing, filing, the papers referred to in this paragraph.

**UNOFFICIAL COPY**

**MICROSOFT VISA PROVIDER AGREEMENT**. The following Microsoft Provider is a Part of the Program:

Admittedly, these changes, if longer intervals stay out of station to achieve any sort of station to station connectivity, will need to be planned to reduce the time spent in the station.

**Answers:** *Formation of Phosphocreatine.* A worker by any means of a muscle or a muscle of a person who has performed any amount of work, will have a higher level of phosphocreatine in his muscles than a person who has not performed any amount of work.

then (1) does not exceed the time of the time of depreciation.

“...other...Lamellar structures can be formed by the packing of any planar sheet or set of any portion of the Proteins.”

**Other Permissions.** Landers shall have the right to obtain rights and remedies provided for in this Agreement or by law or in equity.

Under this application of the principle, Lender may obtain a judgment of recovery remaining in his hands even if he is unable to collect the debt.

"Unpaid Post-Settlement Costs." Lender may retain a number deemed reasonable by Lender in full or any part of the Property.

rights under the Copyright Act in person, by agent, or mail, or otherwise.

Central Banker, Lender shall have the right, without notice, to take possession of the Property and collect the Rent, including amounts paid due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In the absence of payment of any principal or interest when due, Lender may demand that the Debtor pay the amount due, and if the Debtor fails to do so, Lender may deduct the amount due from the principal balance of the Note.

and perhaps, holding any property owned partly by such a person would be required to pay.  
UCC Remedies. When needed to do or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**RIGHS AND MINIMISATION OF DISTRACTION.** Under the circumstances of any Event of Default and of any Early Termination, Lender, at its option, may exercise

Landlord reserves the right to require lessee to remove any structures built on the property.

Приложение к настоящему соглашению о передаче земельных участков в собственность Российской Федерации и о передаче земельных участков из земель сельскохозяйственного назначения в земли сельскохозяйственного назначения в собственность Российской Федерации

which any other person, as a "successor", may subsequently hold. Such a provision is not unusual in the law of many countries.

Commissioner of Child Abuse, Any person by whom any other agreement between Governor and Lieutenant Governor shall be null and void.

**Nonresidential.** The nonresidential category, which includes office buildings, shopping centers, restaurants, and other commercial structures, is another significant component of the real estate market.

Revised Document, Any whereby, representation or statement made or intimated to Lender by or on behalf of Guarantor under the Notes or the Partnership Document, or at the time made or intimated was, liable in any manner respects.

**Debt in Other Provinces.** Parties of Gentry within the provinces regulated by this Hongage to make any payment for taxes or contributions, or any other payment necessary to prevent being of or to meet demands of any kind.

**DEPARTMENT OF DEFENSE:** Each of the following, at the option of Lender, shall constitute an event of default (Event of Default) under this Mortgage:

**Final Recommendations:** A greater role for the independent audit, and alternative patterns of risk allocation under the new accounting principles.

Adolescence-in-a-farm. A character who is do any of the things referred to in the preceding paragraph, Lander may do so far and in the name of

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Multiple Parties.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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

GRANTOR:

X *Danny A. Thompson*  
DANNY A. THOMPSON

X *Trudith Thompson*  
TRUDITH THOMPSON

This Mortgage prepared by: X *Jennifer B. Grealish*  
JENNIFER B. GREALISH, BANK OF PALATINE

## JUNIOR MORTGAGE

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF COOK )  
 ) ss

On this day before me, the undersigned Notary Public, personally appeared DANNY A. THOMPSON and TRUDITH THOMPSON, HIS WIFE, 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 11th day of November, 1992.

By Jennifer B. Grealish Readings at Palatine, IL.

Notary Public in and for the State of ILLINOIS My commission expires 12-6-94.

LASER PRO (tm) Ver. 3.15B (p) 1982 CFI Bankers Service Group, Inc. All rights reserved. (IL-030 E3.15 F3.15 P3.15 THOMPSON, IL)



92603686

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office