



UNOFFICIAL COPY

Mortgage

THIS MORTGAGE is made on, December 9, 19 92, between XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XX
XX
XX
Larry J. Scales and Peggy A. Scales, his wife
whose address is 1042 Florence Street, Lemont, Illinois 60439 (the "Mortgagor")

and NBD Bank (Bank Name)
state (National state banking) corporation
(association/corporation) whose address is 7501 Lemont Road, Woodridge, Illinois 60517 (the "Mortgagee")
* To be deleted when this Mortgage is not executed by a Land Trust.

The Mortgagor MORTGAGES, CONVEYS AND WARRANTS to the Mortgagee real property and all the buildings, structures and improve-
ments on it described as:
Land located in the City of Lemont
County of Cook, State of Illinois
Lot 22 in Essick Terrace addition to Lemont, a subdivision of the West 695 feet of the South
1/2 of the North 1/2 of the East 1/2 of the Southwest 1/4 of section 29, township 37 North,
range 11, East of the third principal meridian, in Cook County, Illinois

(the Premises")
Commonly known as: 1042 Florence Street
Tax Parcel Identification No. 22-29-311-008-0000
2700

- 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 useable 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 attached or unattached, 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 attorneys' and paralegals' 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

(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 _____ in the principal amount(s) of _____ executed and delivered by _____ respectively, maturing on _____ to the Mortgagee with interest at the per annum rate of _____ percent (____%) 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 _____ percent (____%) and _____
- (ii) the guaranty of the debt of Paramount Plastics, Inc. dated December 9, 1992 executed and delivered by Larry J. Scales to the Mortgagee; and
- (iii) _____

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 \$ 303,000.00 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.

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 unpermitted lien or encumbrance.

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

The Mortgagor promises and agrees as follows:

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 laws 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.

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.

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 if the Premises 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 Disaster Protection Act of 1973 and regulations issued under it).

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 for the account of

73-74-550601

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Notary Public

My Commission Expires

Given under my hand and notarial seal, this _____ day of _____ 19__

(association), as Trustee, for the uses and purposes therein set forth.

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), affixed the said corporate seal and did also then and there acknowledge that he, as custodian of the corporate seal of said (corporation) (association), affixed the said corporate seal

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 such _____ and _____ respectively, appeared before me this day in person and of said (corporation) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as _____ (corporation) (association) and _____ of _____

a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____

State of Illinois)
County of _____)
SS _____)

My Commission Expires: 6-19-96

Given under my hand and notarial seal this 9TH day of DECEMBER 19 92

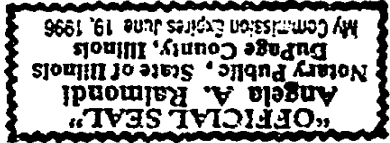
and voluntary act, for the uses and purposes herein set forth.

instrument, appeared before me this day in person, and acknowledged that _____ they signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

1. ANGELA A. RAIMONDI, a Notary Public in and for said County, in the State of Illinois, do hereby certify that _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ they signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

State of Illinois)
County of DuPage)
SS _____)

Not personally, but as Trustee under a Trust Agreement dated _____ and known as Trust No. _____
B: *[Signature]*
C: *[Signature]*
D: *[Signature]*
E: *[Signature]*
F: *[Signature]*
G: *[Signature]*
H: *[Signature]*
I: *[Signature]*
J: *[Signature]*
K: *[Signature]*
L: *[Signature]*
M: *[Signature]*
N: *[Signature]*
O: *[Signature]*
P: *[Signature]*
Q: *[Signature]*
R: *[Signature]*
S: *[Signature]*
T: *[Signature]*
U: *[Signature]*
V: *[Signature]*
W: *[Signature]*
X: *[Signature]*
Y: *[Signature]*
Z: *[Signature]*



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92 DEC 29 AM 10:09
DUPAGE COUNTY, ILLINOIS
RECORD FOR RECORD
92975953

Witness the hand _____ and seal _____ of _____ of _____ on this _____ day of _____ and year set forth above.

21. MISCELLANEOUS. If any provision of this Mortgage is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability, and the remainder of this Mortgage shall remain in full force and effect. This Mortgage shall be governed by Illinois law except to the extent it is preempted by Federal law or regulations.

22. WAIVER OF HOUSHELD RIGHT. Mortgagee does hereby, expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois. Mortgagee does hereby, expressly waive and release any and all rights in respect to marshaling of assets which secure the Debt or to require the Mortgagee to pursue its remedies against any other such assets.

23. WAIVER OF RIGHT OF REDEMPTION, MORTGAGEE HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE OR ANY RIGHTS OF REDEMPTION PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGORS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. IN THE EVENT OF FORECLOSURE OF THIS MORTGAGE, MORTGAGOR HEREBY WAIVES ANY RIGHTS OF REDEMPTION PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGORS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES, AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. IN THE EVENT OF FORECLOSURE OF THIS MORTGAGE, MORTGAGOR HEREBY WAIVES ANY RIGHTS OF REDEMPTION PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGORS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES, AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

24. WAIVER OF JURY TRIAL. THE MORTGAGOR AND THE MORTGAGOR AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS MORTGAGE OR ANY RELATED INSTRUMENT OR AGREEMENT OR ANY OF THE TRANSACTIONS CONTAINED BY THIS MORTGAGE OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS, WHETHER ORAL OR WRITTEN, OR ACTIONS OF EITHER OF THEM, NEITHER THE MORTGAGOR NOR THE MORTGAGOR SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER THE MORTGAGOR OR THE MORTGAGOR EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

ILLINOIS CORPORATION, A FOREIGN CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF ILLINOIS OR A CORPORATE TRUSTEE OF AN EXPRESS TRUST, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OF JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REDEMPTION PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGORS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES, AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE. IN THE EVENT OF FORECLOSURE OF THIS MORTGAGE, MORTGAGOR HEREBY WAIVES ANY RIGHTS OF REDEMPTION PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGORS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

