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## UNOFFICIAL COPY

815 West 63rd Street Chicago, Illinois 60621 (312) 873-8800 "LENDER"

OAK PARK, IL TELEPHONE NO.

FIRST BANK OF OAK PARK,

11 WEST MADISON STREET

## MORTGAGE

93414940

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The Borrowe Hotes and A	BORROWER rs shown on the Promissory greements shown below.	J EX
YELEPHONE NO.	ADIMESS IDENTIFICATION NO.	

708 379-8700 1. GRANT. For good and valuable consideration, Grantor hereby mortgages and warrants to Lender Identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixlures; privileges, hereditaments, and appurtenances leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and erun pertaining to the real property (cumulatively "Property").

708 379-8700

2. OBLIGATIONS. This Monty are their secure the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulative/y\*C bligations\*) to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

GRANTOR

ADDRESS

as Trustee, under Trust Agreement No. 7781 dated JANUARY 19, 1967.

60302

INTEREST NATE	PRINCIPAL ANOUN (7) CREDIT LIMIT	AGREEMENT DATE	MAYUNITY	CUSTOMER NUMBER	NACJ REBMUM
8.750%	\$700,000.00	06/01/93	06/01/98		07-38409
			-		
		0-			

all other present or future obligations of Borrower or Caratter to Lender (whether incurred for the same or different purposes than the foregoing);

- b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.
- 3. PURPOSE. This Mortgage and the Obligations described herein are executed and incurred for 思想的问题。
- 4. FUTURE ADVANCES. This Mortgage secures the repayment of all dv noes that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in pe agraph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligative or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although the may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the provideory notes and agreements described above may increase or decrease from time to time, but the total of all such indebtedness so secured shall not exceled 200% of the principal amount stated in paragraph 2. decrease from time to time, but the total of all such indebtedness so secured shall not exceed 200% of the principal amount stated in paragraph 2. Mortgage secures the repayment of all advances that Lender may extend to Borrower or Cantor under the promissory notes and other agreements described in paragraph 2, but the total of all such indebtedness so secured shall not exceed 200% of the princip if amount stated in paragraph 2.
- 5. EXPENSES. To the extent permitted by law, this Mortgage secures the repayment of all annulus expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited tr, unounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.
  - 6. CONSTRUCTION PURPOSES. If checked. [ ] this Mortgage secures an indebtedness for construct or purposes
  - 7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Grantor represents, warrants and covenants to Unider that:
    - (a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except fr. is Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.
    - (b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any neterious waste, toxic substances or any other aubstance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) triable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated (1) hazardous substance pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;
    - (c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;
    - (d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;
    - (e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage
- 8. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS. On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option redeclare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.
- 3 9. INQUIRES AND NOTIFICATION TO THIRD PARTIES. Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to ###@Grantor s financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.
- 10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS. Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a tien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereundar; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. It Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

- 11. COLLECTION OF INDEBTEDINES FROM WIRD PARTY. Lender shall be emitted to notify any total party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or recovery possession of any instrument or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments alposed for the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments alposed for release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.
- 12. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.
- 13. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any case whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.
- 14. INSURANCE. Grantor shall keep the Property insured for its full value against all hazards including loss or damage caused by fire, collision, theff, flood (if applicable) or other casualty. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its solid discretion. The insurance policies shall require the insurance company to provide Lender with at least thirty (30) days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a mortgagee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. At Lender's option, Lender may apply the insurance proceeds to the repair of the Property or require the insurance proceeds to be paid to Lender. In the event Grantor falls to acquire or maintain insurance, Lender (after providing notice as may be required by taw) may in its discretion procure appropriate insurance overage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 27 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling (ny policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be constantly assigned, yielded and delivered to Lender for further securing the Obligations. In the event of loss, Grantor shall immediate y give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender Instead of to Lender and Grantor. Let due shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any encount applied against the
- 15. ZONING AND PRIVATE COVENANTS Grantor shall not initiate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be d'accintinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes of the providence of the Property.
- 15. CONDEMNATION. Grantor shall immediately privide Lander with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payal to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys fees, legal represent and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, it is the payment of the Obligations or the restoration or repair of the Property. In any event Grantor shall be obligated to rentors or repair the Property.
- 17. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACT. CNS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, sult, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, sults, or other legal proceedings and to compromise or suttle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name. Grantor shall cooperate and assist Lender in any action hereunder.
- 18. INDEMNIFICATION. Lender shall not assume or be responsible for the Lendulmanoe of any of Grantor's Obligations with respect to the Property under any droumstances. Grantor shall immediately provide Lender and its shareholder), directors, officers, employees and agents with written notice of and indemnity and hold Lender harmless from all claims, damages, liabilities (including) intorneys' fees and legal expenses), causes of action, autis and other legal proceedings (cumulatively "Claims") pertaining to the Property (in Auriling, but not limited to, those Involving Hazardous Materials). Grantor, upon the request of Lender, shall his legal counsel acceptable to Lender to delinid Lender from such Claims, and pay the costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal course to defend such Claims at Grantor's cost. Grantor's obligation to indemnity Lender shall survive the termination, release or torsclosure of this Mortgrige.
- 19. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to import when due. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, as as and assessments pertaining to the Property as estimated by Lander. So long at there is no default, these amounts shall be applied to the payment on large, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so new to pay any taxes or against the Obligations. Any funds applied against the Obligations shall be applied in the reverse order of the due date thereof.
- 20. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its as exist to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to the. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and record, shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records or ratining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequericy, as Lender may designate. All information shall be for such periods, shall reflect Grantor to Lender shall be for such periods, shall reflect grantor and complete in all respects. Information furnished by Grantor to Lender shall be true, accurate and complete in all respects.
- 21. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferes of the Chilipations, a signed and acknowledged statement specifying (a) the outstanding balance or the Obligations; and (b, to whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, and set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferse with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.
  - 22. DEFAULT. Grantor shall be in default under this Mortgage in the event that Grantor, Borrower or any guarantor of any Obligation:
    - (a) fails to pay any Obligation to Lender when due;
    - (b) fails to perform any Obligation or breaches any warranty or covenant to Lender contained in this Mortgage or any other present or future, written or oral, agreement:
    - (o) allows the Property to be damaged, destroyed, lost or stolen in any material respect;
    - (d) seeks to revoke, terminate or otherwise limit its liability under any guaranty to Lender;
      (e) allow goods to be used on, transported or stored on the Property, the possession, transportation, or use of which, is illegal; or
    - (f) causes Lander to deem itself insecure in good faith for any reason.
- 23. RIGHTS OF LENDER ON DEFAULT. If there is a default under this Mortgage, Lender shall be entitled to exercise one or more of the following s without notice or demand (except as required by law):
  - (a) to declare the Obligations immediately due and payable in full:
  - (b) to collect the outstanding Obligations with or without resorting to judicial process;
    (c) to require Grantor to deliver and make available to Lender any personal property constituting the Property at a place reasonably convenient to

  - (d) to collect all of the rents, issues, and profits from the Property from the date of default and thereafter;
    (e) to apply for and obtain the appointment of a receiver for the Property without regard to Grantor's financial condition or solvency, the adequacy of the Property to secure the payment or performance of the Obligations, or the existence of any waste to the Property;
  - (i) to foreclose this Mortgage
  - (f) to foreclose this Mortgage; (g) to set-off Grantor's Obligations against any amounts due to Lender including, but not limited to, monies, instruments, and deposit accounts
  - (h) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the posting of any bond which might otherwise be required.

24. WAIVER OF HOMESTEAD AND D ons to which Grantor would otherwise be entitled under any applicable law.

- 26. APPLICATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of its expenses and costs; then to reimburse Lender for its expenses and costs of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filing fees, notification costs, and appraisal costs); then to the payment of the Obligations; and then to any third party as provided by law.
- 27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attorneys' fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any right or remedy of Lender under this Mortgage, together with Interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the interest granted herein.
- 28. APPLICATION OF PAYMENTS. All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys) fees and legal expensed in connection with the exercise of its rights or remedies described in this Mortgage and then to the payment of the remaining Obligations in unlatever order Lender chooses.
- 29. POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Mortgage. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Mortgage. The powers of attorney described in this paragraph are coupled with an interest and are interested. interest and are irrevocable
- 30. SUBROGATION OF LENDER. Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.
- 31. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Mortgage, Grantor agrees to pay Lender's reasonable attorneys' fees and costs.
- 32. PARTIAL RELEAS 5. ender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in tive release its interest in the release any of its interest in the Droperty. Except as provided in paragraph 25, nothing herein shall be deemed to obligate Lender to release any of its interest in the Droperty.
- 33. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Mortgage must be contained in a writing signed by Cricler. Lender may perform any of Grantor's Obligations or delay or fall to exercise any of its rights without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Mortgage shall not be affected if Lender mends, compromises, exchanges, falls to exercise, impairs or releases any of the Obligations belonging to any Grantor, third party or any of its rights squared any Grantor, third party or the Property.
- 34. SUCCESSORS AND ASSIGNS. Thir Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective auccessors, assigns, trustees, receivers, ad nir istrators, personal representatives, legistees and devisees.
- 35. NOTICES. Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address is the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, pustage prepaid, shall be deemed from three (3) days after such notice is sent and on any other such notice shall be deemed given when received by the parties in before the parties of the parties o by the person to whom such notice is being given.
- 36. SEVERABILITY. If any provision of this Mortga is violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 37. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property in located. Grantor consents to the jurisdiction
- 38. MISCELLANEOUS. Granter and Lender agree that time is of me essence. Granter waives presentment, demand for payment, notice of dishonous and protest except as required by law. All references to Granter in this Mortgage shall include all persons signing below. If there is more than one Granter, their Obligations shall be joint and several. Granter hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Granter and Lender pertaining to the terms and conditions of those documents.
  - 39. ADDITIONAL TERMS.

IT IS AGREED THAT BORROWER WILL BE RESPONSIBLE FOR PAYMENT OF REAL ESTATE TAXES. IT IS ALSO AGREED THAT BORROWER WILL PROVIDE COPIES OF PAID REAL ESTATE TAX RECEIPTS WITHIN 30 DAYS AFTER INSTALLMENT DUE DATES.

EXCULPATORY CLAUGE:

The undersigned Trustee executes the instrument not in its personal or individual capaca, but solely as Irustee, pursuant to the terms of that certain Trust Agreement dated <u>January 19, 1967</u> and bearing Trust No. 7781 and foes not obligate itself becomes, anything become contained to the contrary notwithstanding, to the performance of any of the terms, conditions and representations made and contained in the within instrument, it is no specifically understood by any and all parties dealing with this instrument that it has affixed its signature hereto as such from the by direction in behalf of the beneficiary or beneficiaries under the said trust without any intention of binding the said Tristee in its individual capacity.

FIRST BANK OF OAK PARK, but solely as Trustee under that Agreement dated Jan. 19, 1 bearing Trust No. 7781 not personally it certain Trust .ner that cert. .19, 1967

a fe

Assistant Secretary

State of Illinois 88 County of Cook

Given under my hand and notarial seal this 28th day of

OFFICIAL SEAL JUDITH ELLEN L Notary Public, State of Manols My Chinesisaron Expires 8-13-94 May A.D. 12 93

public in and for said County, in the State aforesaid, DO HEREBY CERTY that		FICIAnto of COPY
personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and soknowledged that he subscribed to the foregoing instrument, appeared before me this day in person and soknowledged that he subscribed to the foregoing instrument, as a signed, esseed and delivered the said instrument as and voluntary sot, for the uses and purposes herein set forth.  Given under my hand and official seel, this day of Given under my hand and official seel, thi	public in and for said County, in the State aforesaid, DO HEREB	BY CERTIFY public in and for said County, in the State aforesaid, DO HEREBY CI
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Permanent index No.(s): 04-23-300-204 & 04-23-401-003  The street address of the Property (if apolicable) is: 2459 & 2300 N MAUKEGAN ROAD GLENVIEW, IL  Permanent index No.(s): 04-23-300-204 & 04-23-401-003  The legal description of the Property is:  PARCEL 1: TRAT PART OF LOT 31 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42, RANGE 12 EAST of THE TRIPD PRINCIPAL MERIDIAN LYING EAST OF A LIME DRAWN PERFENDICULAR TO TIP SOUTE LIME OF LOT 30 IN SAID COUNTY CLERK'S DIVISION AND PARSIMO TIROUDE POINT ON SAID SOUTH LIME 55 AG PERT WEST OF THE TRIPD PRINCIPAL MERIDIAN LYING EAST OF A LIME 408.9: FFET MORTE OF THE SAID SOUTH LINE OF LOT 30 SICEPT TRAT PART LYING EASTSLEAV OF THE MERIFICAL LINE OF MAUKEGAN ROAD AS WIDENED PER DOCUMENT NO. 8817843-7. COOK COUNTY, ILLING OF MAUKEGAN ROAD AS MIDENED PER DOCUMENT NO. 8817843-7. COOK COUNTY, ILLING OF SECTION 23, POWNEL 742, RANGE 12 EAST OF THE TENEN PRINCIPAL MERIDIAN DESCRIBED AS POWNEL 142, RANGE 12 EAST OF THE TRIPD PRINCIPAL MERIDIAN DESCRIBED AS CREMTER LINE OF MAUKEGAN ROAD TENES WEST LINE OF SAID LOT 30 WITH THE CREMTER LINE OF MAUKEGAN ROAD TENES WEST ALONG AS LINE FRANCIPAL LINE TO FREE TENES FROM SAID SOUTH LINE 300 FEET TENENCE MORTH PERPERBICULAR TO SAID SOUTH LINE 300 FEET TENENCE MORTH PERPERBICULAR TO SAID SOUTH LINE 300 FEET TENENCE MORTH PERPERBICULAR TO SAID SOUTH LINE 300 FEET TENENCE MORTH PERPERBICULAR TO SAID SOUTH LINE 300 FEET TENENCE MORTH PERPERBICULAR TO SAID SOUTH LINE 300 FEET TENENCE MORTH PERPERBICULAR TO SAID SOUTH LINE 300 FEET TENENCE MORTH PERPERBICULAR TO SAID SOUTH LINE 300 FEET TENENCE MORTH PERPERBICULAR TO SAID SOUTH LINE 300 FEET TENENCE MORTH PERPERBICULAR TO SAID SOUTH LINE 300 FEET TENENCE MORTH PERPERBICULAR TO SAID SOUTH LINE 300 FEET TENENCE MORTH PERPERBICULAR TO SAID SOUTH SINH 92 FEET TENENCE EAST ALONG A LINE FARALLEL WITH SAID SOUTH LINE TO THE CRITERY LINE WAKKGAN ROAD TENENCE SOUTHERN LINE TO THE CRITERY LINE OF MAUKEGAN ROAD SECOND SOUTH SINH 92 FEET TENENCE EAST ALONG A LINE FOR THE SAID SOUTH LINE TO THE CRITE	and voluntary act, for the uses and purposes herein set forth.	and voluntary act, for the uses and purposes herein set forth.
Commission expires:  SCHEDULE A  The street address of the Property (if applicable) is: 2459 & 2300 N. WAUKEGAN ROAD GLENVIEW, II.  Permanent index No.(e): 04-23-300-004 & 04-23-401-003  The legal description of the Property is:  PARCEL 1: THAT PART OF Not 31 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42, RANGE 12 EAST of THE TEIRD PRINCIPAL MERIDIAN LYING RAST OF A LINE DRAWN PERPENDICULAR TO TIF SOUTH LINE OF LOT 30 IN SAID COUNTY CLERK'S DIVISION AND PASSING THROUGH POINT ON SAID SOUTH LINE 255.46 FEIT WEST OF THE INTERSECTION OF THE CENTER LINE OF MANKEOAN ROAD WITH SAID SOUTH LINE AND LYING NORTH OF A LINE 408.9 FRET MORTH OF THE SAID SOUTH LINE OF SOUTH WITH SAID SOUTH LINE AND LYING NORTH OF A LINE 408.9 FRET MORTH OF THE SAID SOUTH LINE OF SOUTH WITH SAID SOUTH LINE OF SOUTH OF THE SAID SOUTH LINE OF SOUTH OF SOUTH OF THE SAID SOUTH LINE OF SOUTH OF THE SOUTH OF THE SOUTH OF THE SOUTH OF THE SOUTH LINE OF SAID LOT 30 IN THE THE PARCEL 2: THAT PART OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42, RANGE 12 EAST OF THE TEIR) PRINCIPAL MERIDIAN DESCRIBED AS POLLOWS: BRGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 30 WITH THE CENTER LINE OF MAUKEGAN ROAD THENCE WEST FLOW GRAD SOUTH LINE 300 FERT THEMCE N'NTH PERPENDICULAR TO SAID SOUTH LINE 32 FERT THENCE EAST ALONG A LONDERS AND LINE OF MAUKEGAN FORD THENCE WEST FLOW GRAD WAVESON ROAD THENCE COUNTY, ILLINOIS.		
The street address of the Property (if applicable) is:  2459 £ 2300 N WAUKEGAN ROAD  GLENVIEW, IL  Permanent index No.(s): C4-23-300-104 £ C4-23-401-003  The legal description of the Property is:  PARCEL 1: THAT PART OF L.T 31 IN COUNTY CLERK'S DIVISION OF SECTION 23,  TOWNSHIP 42, RANGE 12 EAST 6. THE THIRD PRINCIPAL MERIDIAN LYING RAST OF A  LINE DRAWN PERPENDICULAR TO TIF SOUTE LINE OF LOT 30 IN SAID COUNTY CLERK'S  DIVISION AND PASSING THROUGH. POINT ON SAID SOUTE LINE 25.46 FERT WEST OF  THE INTERSECTION OF THE CENTER LYIN OF WAUKEGAN ROAD WITE SAID SOUTE LINE  AND LYING NORTH OF A LINE 408.9. FRET MORTH OF THE SAID SOUTE LINE OF LOT  30 EXCEPT THAT PART LYING EASTSILY OF THE WESTERLY LINE OF WAUKEGAN ROAD AS  WIDERED PER DOCUMENT NO. 88.17843-1. COOK COUNTY, ILLINOIS.  PARCEL 2: THAT PART OF LOT 30 IN CURRY CLERK'S DIVISION OF SECTION 23,  TOWNSHIP 42, RANGE 12 EAST OF THE THIS) PRINCIPAL MERIDIAN DESCRIBED AS  POLLOWING AT THE INTERSECTION OF THE SOUTE LINE OF SAID LOT 30 WINTE THE  CEMTER LINE OF MAUREGAN ROAD THENCE MEST PLANG SAID SOUTH LINE 300 FEET  TERMCE MORTH PERPENDICULAR TO SAID SOUTH LINE 300 FEET  TERMCE MORTH PERPENDICULAR TO SAID SOUTH LINE 300 FEET  TERMCE MORTH PERPENDICULAR TO SAID SOUTH LINE 300 FEET  TERMCE MORTH PERPENDICULAR TO SAID SOUTH LINE 300 FEET  TERMCE MORTH PERPENDICULAR TO SAID SOUTH LINE 92 FEET THENCE EAST ALONG A  LINE PARALLEL WITH SAID SOUTH LINE TO THE CONTER LINE WAUKEGAN ROAD THENCE  SOUTHERASTERLY ALONG SAID CENTER LINE TO THE COUNTY, ILLINOIS.	y.	
The street address of the Property (if applicable) is:  2459 & 2300 N. WAUKEGAN ROAD GLENVIEW, II.  Permanent index No.(a): 04-23-300-004 & 04-23-401-003  The legal description of the Property is:  PARCEL 1: THAT PART OF NOT 31 IN COUNTY CLERK'S DIVISION OF SECTION 23,  TOWNSHIP 42, RANGE 12 EAST 0. THE TEIRD PRINCIPAL MERIDIAN LYING RAST 0. A  LINE DRAWN PERPENDICULAR TO THE SOUTE LINE OP LOT 30 IN SAID COUNTY CLERK'S  DIVISION AND PASSING TEROUGH ? POINT ON SAID SOUTH LINE 255.46 FEET WEST 0.  THE INTERSECTION OF THE CENTER LYING OF MAUKEGAN ROAD WHITE SAID SOUTH LINE  AND LYING NORTH 0. A LINE 408.9. FIRT MORTH 0. THE MESTERLY LINE OF LOT  30 EXCEPT THAT PART LYING MASTELLY OF THE MESTERLY LINE OF WAUKEGAN ROAD  WIDHNED PER DOCUMENT MO. 8817843. IN COOK COUNTY, ILLINOIS.  PARCEL 2: THAT PART OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23,  TOWNSHIP 42, RANGE 12 EAST OF THE THIF!) PRINCIPAL MERIDIAN DESCRIBED AS  FOLLOWS:  BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 30 MITH THE  CENTER LINE OF MAUKEGAN ROAD THENCE WEST FLO. G SAID SOUTH LINE 300 FEET  THENCE MOTHER PERPENDICULAR TO SAID SOUTH LINE 300 FEET  THENCE MOTH PREPENDICULAR TO SAID SOUTH LINE 300 FEET  THENCE MOTH PREPENDICULAR TO SAID SOUTH LINE 300 FEET  THENCE MOTH PREPENDICULAR TO THE CENTER LINE WAUKEGAN ROAD THENCE  SOUTHERS LINE OF MAUKEGAN ROAD THENCE WEST FLO. G SAID SOUTH LINE 300 FEET  THENCE MOTHER PERPENDICULAR TO SAID SOUTH LINE 300 FEET  THENCE MOTHER PERPENDICULAR TO THE CENTER LINE WAUKEGAN ROAD THENCE  SOUTHERS LINE OF MAUKEGAN ROAD THENCE WEST FLO. G SAID SOUTH LINE 300 FEET  THENCE MOTHER PERPENDICULAR TO THE CENTER LINE WAUKEGAN ROAD THENCE  SOUTHERS LINE OF MAUKEGAN ROAD THENCE THE POINT OF BEGINNING, IN COOK  COUNTY, ILLINOIS.	Commission expires:	Commission expires:
Permanent Index No.(a): 04-23-300-004 & 04-23-401-003  The logal description of the Property is:  PARCEL 1: THAT PART OF LOT 31 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42, RANGE 12 EAST (. THE TEIRD PRINCIPAL MERIDIAN LYING RAST OF A LINE DRAWN PERPENDICULAR TO TIP SOUTH LINE OF LOT 30 IN SAID COUNTY CLERK'S DIVISION AND PASSING THROUGH / POINT ON SAID SOUTH LINE 255.46 FEET WEST OF THE INTERSECTION OF THE CENTER LYIN OF MAUKEGAN ROAD WITH SAID SOUTH LINE AND LYING NORTH OF A LINE 408.9; FIRT MORTH OF THE SAID SOUTH LINE OF LOT 30 SICEPT TRAT PART LYING RASTELLY OF THE WESTERLY LINE OF MAUKEGAN ROAD AS WIDSHED PER DOCUMENT NO. 88178432 IN COOK COUNTY, ILLINOIS.  PARCEL 2: THAT PART OF LOT 30 IN COUNTY CLERK'S DIVISION OF SECTION 23, TOWNSHIP 42, RANGE 12 EAST OF THE THERE) PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOITH LINE OF SAID LOT 30 WITH THE CREMTER LINE OF MAUKEGAN ROAD THENCE WEST PLOG SAID SOUTH LINE 300 FIRST TREME HOW PREPRODUCULAR TO SAID SOUTH LINE 300 FIRST TREME HOW PREPRODUCULAR TO SAID SOUTH LINE 92 FEET THENCE EAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE TO THE CREMTER LINE WAUKEGAN ROAD THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE CREMTER LINE WAUKEGAN ROAD THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE CREMTER LINE WAUKEGAN ROAD THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE CREMTER LINE WAUKEGAN ROAD THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE CREMTER LINE WAUKEGAN ROAD THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE CRIMTER LINE WAUKEGAN ROAD THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE CRIMTER LINE WAUKEGAN ROAD THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE CRIMTER LINE WAUKEGAN ROAD THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE CRIMTER LINE WAUKEGAN ROAD THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE CRIMTER LINE WAUKEGAN ROAD THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE CRIMTER LINE WAUKEGAN ROAD THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE CRIMTER LINE WAUKEGAN ROAD THENCE SOUTHER		SCHEDULE A
	The legal description of the Property is:  PARCEL 1: THAT PART OF JJ 31 IN COUTOWNSHIP 42, RANGE 12 EAST OF THE TELINE DRAWN PERPENDICULAR TO TIF SOUT DIVISION AND PASSING THROUGH 7 POINT THE INTERSECTION OF THE CENTER LYING AND LYING NORTH OF A LINE 408.9! FIR 30 EXCEPT THAT PART LYING EASTS LY	UNTY CLERK'S DIVISION OF SECTION 23, HIRD PRINCIPAL MERIDIAN LYING BAST OF A TE LINE OF LOT 30 IN SAID COUNTY CLERK'S T ON SAID SOUTE LINE 255.46 FEET WEST OF OF WAUKEGAN ROAD WITE SAID SOUTE LINE ET NORTH OF THE SAID SOUTE LINE OF OF THE WESTERLY LINE OP WAUKEGAN ROAD AS

This instrument was prepared by: PAMELA MADDEN	CHICAGO CIT	BANK &	TR.	co.,	815 W	. 63RD	STR.	CHGO.,	ĭL
After recording return to Lender.									
LP-ILB01 © FormAtion Technologies, Inc. (2/29/82) (800) 997-5766						Page ·	of 4		irskinds

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage.

GRANTOR: L1993

GRANTOR: STRUET BANK OF OAK PANK

TRUET BANK OF OAK PANK

GRANTOR:

GRANTOR

Property of Cook County Clerk's Office

27. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER. Upon demand, Grantor shall immediately reimburse Lender for all amounts (including attoiners) fees and legal expenses) expended by Lender in the performance of any action required to be taken by Grantor or the exercise of any rights at remedy of Lender under this Montgage, together with impress thereon at the lower of the highest rest described in any Obligation or the stightest rate allowed by Isw from the date of payment until the date of reimbursement. These sunts shall be included in the definition of Obligations freein and shall be assent the administration of the highest rate.

26, Appl./CATION OF FORECLOSURE PROCEEDS. The proceeds from the foreclosure of this Mortgage and the sale of the Property shall be applied in the following manner: first, to the payment of any sheriff's fee and the satisfaction of the sale or in connection with securing, preserving and maintaining the Property, seeking or obtaining the appointment of a receiver for the Property, (including, but not limited to, attorneys' fees, legal expenses, filling fees, notification costs, and appraisal costs); then to the payment of the Doligations; and then to any third party as provided by law.

22. SATISFACTION. Upon the payment in full of the Obligations, this Mongage shall be satisfied of record by Lender.

eutitied nudet any applicable law.

24. WAIVER OF HOMESTEAD AND OTHER RIGHTS. Grantor hereby waives all homestead or other exemptions to which Grantor would otherwise be

Affer recording return to Lender.

TEG (DOB) (SIGNED IN THE PROPOSOR IN THE TEST SET (SECTION) UNOFFICIAL CC

This instrument was propured by: PARELA MADDER, CHICAGO CITY BANK 812 W. 63RD STR. CHOO., IL

SCHEDOFE B

COMMIX' INTINOIS:

Air O's LOITONR! TOWNERID 42, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS TARGEL 2: THAT PART OF LOT 30 IN COUNTY CLERN 'S DIVISION OF SECTION 23,

NIDENED PER DOCUMENT NO. 88178434 IN COUNTY, ILLINOIS, 30 EXCEPT 1: THAT PART LYING EASTERN FOR COUNTY, ILLING OF WAUKEGAN ROAD AS LINE DRANN PERPENDICULAR TO THE SOUTH LINE OF THE SAID SOUTH LINE OF LOT LINE DRANN PERPENDICULAR TO THE SOUTH LINE OF THE SAID SOUTH LINE OF LOT LINE DRANN PERPENDICULAR TO THE SOUTH LINE OF TOT SOUTH LINE 255.46 FEET WEST OF LINE DRANN PERPENDICULAR TO THE SOUTH LINE 255.46 FEET WEST OF LINE DRANN PERPENDICULAR TO THE SAID SOUTH LINE OF LOT SOUTH LINE OF THE SAID SOUTH LINE OF LOT SOUTH LINE 255.46 FEET WEST OF LINE DRANN PERPENDICULAR TO THE SAID SOUTH LINE OF LOT SOUTH LINE OF THE SAID SOUTH LINE OF LOT SOUTH LINE OF THE SAID SOUTH LINE OF THE SAID SOUTH LINE OF LOT SOUTH LINE OF THE SAID SOUT

the legisl description of the Property is:

Permission (a) (a) -601-003-601-003-601-003

OURMVIEW, IL The street address of the Pop.ty (if applicable) is: 2459 £ 2300 H, 47.UKEGAN ROAD

## SCHEDOLE A

Commission expires:	Conmission expires:
ногай Барис	Olicing Vielon
Given under my hand and official seal, this	Given under my hand and official seel, this
personally known to me to be the same person whose name aubscnbed to the foregoing instrument, appeared before me this day in person and soknowledged that he said instrument as figured, sealed and delivered the said instrument as and voluntary act, for the uses and purposes herein set forth.	personally known to me to be the same person normally known to me to be the person authored to the foregoing instrument, appeared before me this day in person and soknowledged that the forest ment as said the rument as signed, seeked and delivered the said instrument as forth.  The same person are forth.
public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that	), a notative public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
County of	County of