

\*\*THIS MORTGAGE IS BEING RE-RECORDED TO REFLECT CHANGE IN THE NAME OF BORROWER

CONVEYANCE. In consideration of the loan and obligations, and to secure the obligations (which includes the Note according to its specific terms and the obligations in the Mortgage), Mortgagee hereby bargains, grants, mortgages, sells, conveys and warrants to Bank, as Mortgagee, the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

MAXIMUM OBLIGATION LIMIT. The total principal amount (plus all interest, attorney's fees, paralegal fees, costs and other legal expenses) of the Obligations secured by this Mortgage, not including, however, any sums advanced for the protection of the Property or Bank's interest therein, shall not exceed the sum of \$1,200,000.00, provided, however, that nothing contained herein shall constitute a commitment to make additional or future loans or advances in any amounts.

However, the Mortgage will not incur another debt. A. If Bank fails to make any disclosure of the existence of the Mortgage required by law for such other debt:

Borrower's performance of the terms in the Note or Loan, Mortgagee's performance of any terms in this Mortgage, and Borrower's and Mortgagee's performance of any terms in any deed of trust, any other mortgage, any deed to secure debt, any security agreement, any assignment, any assignment from agreement, any loan agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which secures, guarantees or otherwise relates to the Note or Loan.

All other obligations, now existing or hereafter arising, by Borrower or hereafter arising, by Bank to the extent the taking of the Property (as herein defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Mortgagee's, behalf as authorized by the Mortgage and liabilities as guarantor, endorser or surety, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.

All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property (as herein defined) and its value, and any other sums advanced, and expenses incurred, by Bank pursuant to this Mortgage, plus interest at the same rate provided for in the Note computed on a simple interest method.

All future advances by Bank to Borrower, to Mortgagee, or to any one of them or to any one of them or to any other obligations referred to in the subparagraph(s) below, whether or not this Mortgage is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness.

A. A promissory note, No. (Note) dated December 22, 1992, with a maturity date of June 22, 1994, and executed by WORTH BANK AND TRUST A/T/V TRUST AGREEMENT DATED 12/18/92 A/K/A TRUST NUMBER 4888 (Borrower) payable in quarterly payments to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$1,200,000.00, plus interest, and all extensions, renewals, modifications or substitutions thereof.

B. All future advances by Bank to Borrower, to Mortgagee, or to any one of them or to any other obligations referred to in the evidence of indebtedness with regard to such future and additional indebtedness.

C. All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property (as herein defined) and its value, and any other sums advanced, and expenses incurred, by Bank pursuant to this Mortgage, plus interest at the same rate provided for in the Note computed on a simple interest method.

D. All other obligations, now existing or hereafter arising, by Borrower or hereafter arising, by Bank to the extent the taking of the Property (as herein defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Mortgagee's, behalf as authorized by the Mortgage and liabilities as guarantor, endorser or surety, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.

E. Borrower's performance of the terms in the Note or Loan, Mortgagee's performance of any terms in this Mortgage, and Borrower's and Mortgagee's performance of any terms in any deed of trust, any other mortgage, any deed to secure debt, any security agreement, any assignment, any assignment from agreement, any loan agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which secures, guarantees or otherwise relates to the Note or Loan.

However, the Mortgage will not incur another debt. A. If Bank fails to make any disclosure of the existence of the Mortgage required by law for such other debt:

Borrower's performance of the terms in the Note or Loan, Mortgagee's performance of any terms in this Mortgage, and Borrower's and Mortgagee's performance of any terms in any deed of trust, any other mortgage, any deed to secure debt, any security agreement, any assignment, any assignment from agreement, any loan agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which secures, guarantees or otherwise relates to the Note or Loan.

All other obligations, now existing or hereafter arising, by Borrower or hereafter arising, by Bank to the extent the taking of the Property (as herein defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Mortgagee's, behalf as authorized by the Mortgage and liabilities as guarantor, endorser or surety, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.

All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Property (as herein defined) and its value, and any other sums advanced, and expenses incurred, by Bank pursuant to this Mortgage, plus interest at the same rate provided for in the Note computed on a simple interest method.

All future advances by Bank to Borrower, to Mortgagee, or to any one of them or to any other obligations referred to in the subparagraph(s) below, whether or not this Mortgage is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness.

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WORTH BANK & TRUST

an ILLINOIS banking corporation

6625 W. 111TH STREET

WORTH, ILLINOIS 60482

Tax I.D. # 30-2448200

(no Mortgage)

BANK:

COOK COUNTY, ILLINOIS

STATE BANK OF COUNTRYSIDE A/T/V TRUST AGREEMENT DATED 12/18/92

COUNTRYSIDE, IL 60525

8734 JOULET RD.

MORTGAGOR:

DATE AND PARTIES. The date of the Real Estate Mortgage (Mortgage) is December 22, 1992, and the parties and their mailing addresses are the following:

REAL ESTATE MORTGAGE To Secure a Loan From WORTH BANK & TRUST (Secured by a First Lien on Real Estate)

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11. INSURANCE. Mortgagee shall insure and keep insured the Property against loss by fire, and other hazard, casualty and loss, with extended coverage including but not limited to the replacement value of all improvements, with all insurance company acceptable to Bank and in an amount acceptable to Bank. Such insurance shall contain the standard "Mortgage Clause" and where applicable, "Loss Payee Clause", which shall name and endorse Bank as mortgagee and loss payee. Such insurance shall also contain a provision under which the insurer shall give Bank at least 30

10. PROPERTY OBLIGATIONS. Mortgagee shall promptly pay all taxes, assessments, levies, water rents, other rents, insurance premiums and all amounts due on any encumbrances, if any, as they become due. Mortgagee shall provide written proof to Bank of such payment(s). Payments will be applied to the Obligations.

9. POSSESSION ON FORECLOSURE. If an action is brought to foreclose the Mortgage for all or any part of the Obligations, Mortgagee agrees that the Bank shall be entitled to immediate possession of the Property to the extent not prohibited by law, or the court may appoint, and Mortgagee hereby consents to such appointment, a receiver to take possession of the Property, and to collect and receive rents and other expenses relating to the Property or the foreclosure proceedings, also expenses or as authorized by the court. Any sum remaining after such profits are distributed therefrom. Any amounts so collected shall be used to pay taxes on, provide insurance for, pay costs of needed repairs and for any other expenses relating to the Property or the foreclosure proceedings, also expenses or as authorized by the court. Any sum remaining after such

8. DUE ON SALE OR ENCUMBRANCE. Bank may, at Bank's option, declare the entire balance of all accrued interest on the Obligations to be immediately due and payable upon the creation of any lien, encumbrance, transfer or sale, or contract for any of the foregoing, the Property, or any portion thereof, by Mortgagee. Lapse of time or the acceptance of payments by Bank after such creation of any lien, encumbrance, transfer or sale, or contract for any of the foregoing, shall not be deemed a waiver or estoppel of Bank's right to accelerate the Obligations. If Bank exercises such option to accelerate, Bank shall mail, by certified mail or otherwise, Mortgagee notice of acceleration to the address of Mortgagee shown on Bank's records; the notice shall provide for a period of not less than 30 days from the date the notice is mailed within which Mortgagee shall pay the sums declared due. If Mortgagee fails to pay such sums prior to the expiration of such period, Bank may, without further notice or demand on Mortgagee, invoke any remedies permitted on Default. This covenant shall run with the Property and shall remain in effect until the Obligations and the Mortgage are fully paid.

7. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal, and accrued interest on the Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of any Event of Default, Bank, at its option, may immediately commence foreclosure proceedings and may immediately invoke any or all other remedies provided in the Note, Mortgage or related documents. All rights and remedies are distinct, cumulative and not exclusive, and Bank is entitled to all remedies provided by law or equity, whether or not expressly set forth.

6. EVENTS OF DEFAULT. Mortgagee shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default):  
A. Failure by any party obligated on the Obligations to make payment when due; or  
B. A default or breach by Borrower, Owner or any co-signer, endorser, surety, or guarantor under any of the terms of the Mortgage, the Note, any contract, or other loan agreement or other loan agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document evidencing, guaranteeing, securing or otherwise relating to the Obligations; or  
C. The making or fulfillment of any verbal or written representation, statement or warranty to Bank which is or becomes false or incorrect in any material respect by or on behalf of Mortgagee, Borrower, or any co-signer, endorser, surety or guarantor of the Obligations; or  
D. Failure to obtain or maintain the insurance coverages required by Bank, or insurance as is customary and proper for the Property (as herein defined); or  
E. The death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary liquidation or termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagee, Borrower, or any co-signer, endorser, surety or guarantor of the Obligations; or  
F. A good faith belief by Bank at any time that Bank is insured with respect to Borrower, or any co-signer, endorser, surety or guarantor, that the prospect of any payment is impaired or that the Property (as herein defined) is impaired; or  
G. Failure to pay or provide proof of payment of any tax, assessment, rent, insurance premium or escrow, escrow deficiency on or before its due date; or  
H. A material adverse change in Mortgagee's business, including ownership, management, and financial conditions, which in Bank's opinion, impairs the Property or repayment of the Obligations; or  
I. A transfer of a substantial part of Mortgagee's money or property, or  
J. If all or any part of the Property or any interest therein is sold, leased or transferred by Mortgagee except as permitted in the paragraph below entitled "DUE ON SALE OR ENCUMBRANCE".

5. LIENS AND ENCUMBRANCES. Mortgagee warrants and represents that the Property is free and clear of all liens and encumbrances whatsoever, except: First assignment of beneficial interest in State Bank of Countryside Land Trust Number 92-1216, Trust Agreement dated 12/18/92, approx. balance \$2,400,000 Mortgagee agrees to pay all claims when due that might result, if unpaid, in the foreclosure, execution or imposition of any lien, claim or encumbrance on or against the Property or any part thereof. Mortgagee may in good faith contest any such lien, claim or encumbrance by posting any bond in an amount necessary to prevent such claim from becoming a lien, claim or encumbrance or to prevent its foreclosure or execution.

such property not constituting the homestead of Borrower, together with all buildings, improvements, fixtures and equipment now or hereafter attached to the Property, including, but not limited to, all heating, air conditioning, ventilation, plumbing, cooling, electrical and fighting fixtures and equipment, all landscaping, all exterior and interior improvements, all easements, leases, rights, appurtenances, rents, royalties, oil and gas rights, privileges, proceeds, profits, other minerals, water, water rights, and water stock, crops, grass and timber at any time growing upon said land, including riparian rights and additions thereto, all of which shall be deemed to be and remain a part of the Property. All of the foregoing Property shall be collectively hereinafter referred to as the Property. To have and to hold the Property, together with the rights, privileges and appurtenances thereto belonging, unto Bank forever to secure the Obligations. Mortgagee does hereby warrant and defend the Property unto Bank forever, against the claims or claims of all persons claiming or to claim the Property or any part thereof. Mortgagee further releases and waives all rights under and by virtue of the homestead laws and exemption laws of the state of ILLINOIS.

SEE EXHIBIT "A" ATTACHED HERETO AND MAKE A PART HEREOF.

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24. GENERAL PROVISIONS.

A. TIME IS OF THE ESSENCE. Time is of the essence in Mortgagee's performance of all duties and obligations imposed by the Mortgage.

B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance, or delay in, the exercise of any of Bank's rights, remedies, privileges or right to insist upon Mortgagee's strict performance of any provisions contained in the Mortgage, or other loan documents, shall not constitute a waiver by Bank, unless any such waiver is in writing and is signed by Bank. The acceptance by Bank of any sum in payment or partial payment on the Obligations after the date, or is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Bank's right to require full and complete cure of any existing default for which such actions by Bank were taken or the right to require prompt payment when due or all other remaining amounts due under the Obligations, nor will it cure or waive any default not completely cured or any other default, or operate as a defense to any foreclosure proceedings or deprive Bank of any rights, remedies and privileges due Bank under the Note, the Mortgage, other loan documents, the law or equity.

C. AMENDMENT. The provisions contained in the Mortgage may not be amended, except through a written amendment which is signed by Mortgagee and Bank.

D. FURTHER ASSURANCES. Mortgagee, upon request of Bank, agrees to execute, acknowledge, deliver and record or the such further instruments or documents as may be required by Bank to secure the Note or confirm any lien.

E. GOVERNING LAW. The Mortgage shall be governed by the laws of the State of Illinois, provided that such laws are not otherwise preempted by federal laws and regulations.

F. FORUM AND VENUE. In the event of litigation pertaining to the Mortgage, the exclusive forum, venue and place of jurisdiction shall be in the State of Illinois, unless otherwise designated in writing by Bank or otherwise required by law.

G. SUCCESSORS. The Mortgage shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties, provided however, that Mortgagee may not assign, transfer or delegate any of the rights or obligations under the Mortgage.

H. NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

I. DEFINITIONS. The terms used in the Mortgage, if not defined herein, shall have their meanings as defined in the other documents executed contemporaneously, or in conjunction, with the Mortgage.

J. PARAGRAPH HEADINGS. The headings at the beginning of any paragraph, or any sub-paragraph, in this Mortgage are for convenience only and shall not be operative in interpreting or construing the Mortgage.

K. IF HELD UNENFORCEABLE. If any provision of the Mortgage shall be held unenforceable or void, then such provision shall be severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of the Mortgage.

L. CHANGE IN APPLICATION. Mortgagee will notify Bank in writing prior to any change in Mortgagee's name, address, or other application information.

M. NOTICE. All notices under the Mortgage must be in writing. Any notice given by Bank to Mortgagee hereunder will be effective upon personal delivery or 24 hours after mailing by first class United States mail, postage prepaid, addressed to Mortgagee at the address indicated below Mortgagee's name on page one of this Mortgage. Any notice given by Mortgagee to Bank hereunder will be effective upon receipt by Bank at the address indicated below Bank's name on page one of the Mortgage. Such addresses may be changed by written notice to the other party.

Such payments when made by Bank shall be added to the principal balance of the Obligations and shall bear interest at the rate provided for by the Note as of the date of such payment. Such payments shall be a part of the lien and shall be secured by the Mortgage, having the benefit of the lien and its priority. Mortgagee agrees to pay and to reimburse Bank for all such payments.

Mortgagee agrees to indemnify Bank and hold Bank harmless for all the amounts so paid and for Bank's costs and expenses, including reasonable attorneys' fees and paralegal fees.

23. BANK MAY PAY. If Mortgagee fails to pay when due any of the items it is obligated to pay or fails to perform when obligated to perform, Bank may, at its option:

A. pay, when due, installment of principal, interest or other obligations, in accordance with the terms of any mortgage or assignment of beneficial interest senior to that of Bank's lien interest;

B. pay, when due, installments of any real estate tax imposed on the Property; or

C. pay or perform any other obligation relating to the Property which affects, at Bank's sole discretion, the interest of Bank in the Property.

22. PARTIAL FORECLOSURE. In case of default in the payment of the Obligations or in case of payment by Bank of any tax, insurance premium, cost or expense or the cost, imposition or attachment of any lien, judgment or encumbrance, Bank shall have the right, without declaring the whole indebtedness due and payable, to foreclose against the Property or any part thereof on account of such specific default. This Mortgage shall continue as a lien on any of the property not sold on foreclosure for such unpaid balance of the Obligations.

21. WAIVER BY MORTGAGEE. To the extent not specifically prohibited by law, Mortgagee hereby waives and releases any and all rights and remedies Mortgagee may now have or acquire in the future relating to:

A. homestead;

B. exemptions as to the Property;

C. redemption;

D. right of reinstatement;

E. appraisal;

F. marshaling of liens and assets; and

G. statute of limitations.

In addition, redemption by Mortgagee after foreclosure sale is expressly waived to the extent not prohibited by law.

20. OTHER PROCEEDINGS. If any action or proceeding is commenced to which Bank is made or chooses to become a party by reason of the execution of the Note, the Mortgage, any loan documents or the substance of any Obligations or in which Bank deems it necessary to appear or answer in order to protect its interests, Mortgagee agrees to pay and to hold Bank harmless for all liabilities, costs and expenses paid or incurred by Bank in such action or proceedings, including but not limited to reasonable attorneys' fees, paralegal fees, court costs and all other damages and expenses.

Bank shall hold Bank harmless from and pay all legal expenses, including but not limited to reasonable attorneys' fees and paralegal fees, court costs and other expenses.

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THIS IS THE LAST PAGE OF A 8 PAGE DOCUMENT, EXHIBITS AND/OR ADDENDA MAY FOLLOW.

Please return this document after recording to WORTH BANK & TRUST, 6825 W. 111TH STREET, WORTH, ILLINOIS 60422.

This document was prepared by WORTH BANK & TRUST, 6825 W. 111TH STREET, WORTH, ILLINOIS 60422.

NOTARY PUBLIC STATE OF ILLINOIS  
JOAN CHADEN  
OFFICIAL SEAL  
MY COMMISSION EXP. JAN. 29, 1994

NOTARY PUBLIC  
*Joan Chaden*

On the 15 day of June 1993, I, a notary public, certify that STATE BANK OF COUNTRYSIDE, as Trustee, for STATE BANK OF COUNTRYSIDE AT/U TRUST AGREEMENT DATED 12/18/82 A/K/A TRUST NUMBER 82-1216, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me the day in person, and acknowledged (s/he) signed and delivered the instrument as (he)/her, (his) and voluntary act, for the uses and purposes set forth. My commission expires: \_\_\_\_\_

STATE BANK OF COUNTRYSIDE  
As Trustee  
*[Signature]*  
BY: \_\_\_\_\_  
STATE BANK OF COUNTRYSIDE AT/U TRUST AGREEMENT DATED 12/18/82 A/K/A TRUST NUMBER 82-1216

MORTGAGOR:

23. ACKNOWLEDGMENT. By the signature(s) below, Mortgagor acknowledges that this Mortgage has been read and agreed to and that a copy of this as such, may be filed of record as a financing statement for purposes of Article 9 of the ILLINOIS Uniform Commercial Code. A carbon, photographic or other reproduction of the Mortgage is sufficient as a financing statement.  
Mortgagor agrees and acknowledges that this Mortgage also serves as a financing statement and

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11/11/82

THE LAND DESCRIBED THEREIN AND AS CREATED BY GRANT OF MORTGAGE DATED DECEMBER 21, 1982 AND RECORDED FEBRUARY 24, 1983 AS DOCUMENT 63104423...

CONSTRUCTING, OPERATING, UTILIZING, INSPECTING, MAINTAINING, REPAIRING AND EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSES OF INSTALLING, LAYING...

PARCEL 1: THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTH 1/4 AND THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTH 1/4 OF THE SOUTH 1/4 IN SECTION 28, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

DESCRIBED LINE: PARCEL 1: THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTH 1/4 AND THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTH 1/4 OF THE SOUTH 1/4 IN SECTION 28, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS...

117th Street

PARCEL 1: THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTH 1/4 AND THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTH 1/4 OF THE SOUTH 1/4 IN SECTION 28, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTH 1/4 IN SECTION 28, TOWNSHIP 37 NORTH, RANGE 11, THENCE NORTH 01 DEGREES 11' EAST A DISTANCE OF 200.00 FEET ALONG THE SOUTH LINE OF THE SOUTH 1/4 OF THE SOUTH 1/4...

The properties herein after described are those properties referred to in the Mortgage as being described in Exhibit "A":

BANK: WORTH BANK & TRUST an ILLINOIS banking corporation 6825 W. 111TH STREET WORTH, ILLINOIS 60482 Tax I.D. # 30-2446556 (as Mortgagee)

MORTGAGOR: STATE BANK OF COUNTRYSIDE AT/U TRUST AGREEMENT DATED 12/16/82 AKA TRUST NUMBER 82-1216 8734 JOULET RD. COUNTRYSIDE, IL 60525

This EXHIBIT "A" is referred to in and made a part of that certain Mortgage (Mortgage) dated December 22, 1982, by and between the following parties:

EXHIBIT "A"

11-79-040691-2,18

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