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JUNIOR MORTGAGE

LASALLE NATIONAL TRUST, N.A. SUCCESSOR TRUSTEE TO

THIS INDENTURE, made November 1, 1993, between LASALLE NATIONAL BANK, as Trustee under Trust Agreement dated April 20, 1979, and known as Trust Number 10-35112-09 ("Mortgagor"), and FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, an Illinois banking corporation (herein referred to as "Mortgagee") witnesseth:

THAT WHEREAS Mortgagor has concurrently herewith executed a Junior Mortgage Draw Note (herein referred to as the "Note") bearing even date herewith in the principal sum of FORTY SIX THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$46,950.00) made payable to Mortgagee and delivered, in and by which Note Mortgagor promises to pay on or before APRIL 30, 1994 the said principal sum with interest as set forth in the Note.

All such payments on account of the indebtedness evidenced by said Note are to be first applied to interest on the unpaid principal balance and the remainder to principal; (1) of said principal and interest being made payable at the principal office of the Mortgagee in Park Ridge, Illinois.

NOW THEREFORE, the Mortgagor to secure the payment of said Note in accordance with its terms and the terms provisions and limitations of this Mortgage and all extensions, modifications, and renewals thereof, together with interest and charges as therein provided, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

LOT 1727 IN STRATHMORE, SCHAUMBURG UNIT 20, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 18 AND PART OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO A PLAT OF SUBDIVISION FILED WITH REGISTRAR OF TITLES OF COOK COUNTY ON FEBRUARY 2, 1978 AS DOCUMENT NUMBER 2997422, AND ACCORDING TO A PLAT OF SUBDIVISION RECORDED WITH THE RECORDERS OF DEEDS OF COOK COUNTY ON SEPTEMBER 8, 1977 AS DOCUMENT NUMBER 24096793 IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-18-205-016

DEPT-01 RECORDINGS

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COMMON ADDRESS: 2253 Kensington, Schaumburg, Illinois 60190 COOK COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, thereon situate and which may hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights, and easements thereunto belonging and the rents, issues and profits therefrom, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said premises.

It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixtures, and specifically but not by way of limitation all shades and awnings, screens and carpets, shrubbery, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs,

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4. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and other risks and hazards that are insurable under the present and future forms of all-risk insurance policies provided for payment by the insurance companies of all-risk insurance policies to pay the greater of either the cost of replacing the same or to pay in full the indebtedness securing the mortgage or repayments of money advanced to pay the insurance premiums or any other amount due on account of the insurance.

3. Mortgagor shall immediately pay, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer services, other charges which may be levied against the premises, and to furnish to mortgagor duplicate receipts thereof within thirty (30) days after payment thereof.

2. Mortgagor shall (1) promptly repay, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's, or other liens or claims for labor, without expense to the lessor; (3) pay when due, any indebtedness which may be accumulated to the lessor hereof; (4) complete satisfaction evidence on the premises superprior to the lessor herein before, and upon request by a lessor or charge of the lessor to the lessor herein may be demanded to the lessor hereof; (5) comply with all requirements of law or material alterations in the premises except as required by law or municipal ordinance.

1. Mortgagor shall promptly pay when due without set-off, recoupment, or deduction, the principal and interest as provided in the Note and any late charges as provided in the Note.

In addition, the Mortgagee can sue the Mortgagor for damage to the property.

TO HAVE AND TO HOLD the above described premises with the appurtenances and fixtures thereto ; perpetuating or be longing unto the Mortgagor, its successors and assigns, forever, for the purposes herein set forth, and for the security of all rights and benefits before described, and interest therein and by virtue of the Statute of Limitations, which said rights and benefits shall stand in force and effect notwithstanding any law to the contrary.

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companies satisfactory to the Mortgagor, under insurance policies payable, in case of loss or damage, to Mortgagor, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Mortgagor, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration. All policies of insurance shall contain a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagor. If the insurance policies referenced herein contain a co-insurance clause or provision, Mortgagor agrees to maintain insurance coverage which is at all times in compliance with said clause or provision.

Mortgagor shall furnish Mortgagor with evidence satisfactory to Mortgagor that flood insurance is in effect if Mortgagor has failed to demonstrate to Mortgagor that the premises are not located in an area designated by the Secretary of Housing and Urban Development as having special flood hazards.

5. In case of loss by fire or other casualty, the Mortgagor (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (i) to settle and adjust any claim under such insurance policies without consent of Mortgagor, or (ii) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagor is authorized to collect and receipt for any such insurance money. In the event Mortgagor elects to apply said insurance proceeds in reduction of the indebtedness secured hereby, all expenses and fees of collection shall first be deducted and paid to Mortgagor, and it is further covenanted and agreed that should the net insurance proceeds be insufficient to pay the then existing indebtedness secured hereby, together with all accrued interest thereon, costs and charges, Mortgagor may, at its sole election, declare the entire unpaid balance of the debt secured hereby to be immediately due and payable, and the failure of the payment thereof shall be a default hereunder.

In the event Mortgagor elects to permit such insurance proceeds to be applied to pay for the cost of rebuilding or restoration of the building and improvements on the premises, such funds will be made available for disbursement by Mortgagor.

In the event such proceeds are applied toward restoration or rebuilding, the buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. Such proceeds shall be made available, from time to time, upon the Mortgagor being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractor's sworn statements and other evidence of cost and of payments, including insurance against mechanic's liens and/or a performance bond or bonds in form satisfactory to Mortgagor which shall be the sole or a dual obligee, and which bonds shall be written with such surety company or companies as may be satisfactory to Mortgagor. All plans and specifications for such rebuilding or restoration shall be presented to and approved by Mortgagor prior to the commencement of any such repair or rebuilding. At all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagor shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

6. In addition to the monthly payments required under the Note, when requested by Mortgagor, Mortgagor shall pay to the Mortgagor monthly at the time when such monthly payment is payable, an amount equal to one-twelfth (1/12) of the annual premiums for such fire and extended coverage insurance and such annual real estate taxes, water and sewer rents, special assessments, and any other tax,

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8. The mortgagee marking any particular note by authority attached to taxes or assessments, may do so according to any bill, statement or estimate of such property, tax list, or title or claim thereof.

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failure to pay any federal tax being filed against the Mortgagor or the premises; or (f) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor contained herein or in any other agreement of the Mortgagor with the Mortgagee.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses relating thereto which may be paid or incurred by or on behalf of Mortgagee, including but not limited to attorneys' fees, Mortgagee's fees, appraiser's fees, broker's commissions, advertising expenses, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate stated in the Note (unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law), when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including, but not limited to, all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest, remaining unpaid on the Note; fourth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

12. Upon, or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not during the pendency of such foreclosure suit and the Mortgagee may be appointed as such receiver. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

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EXCERPTS

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20. In the event of the passage after the date of this mortgage of any law changing in any way the laws now in force for the taxation of mortgagors, or debts secured thereby, or the manner of operation of such events Mortgagor shall pay the full amount

18. Mortgagee shall release the mortgagee upon payment in full of the principal amount of the note and interest thereon, and upon payment in full of all other amounts due under this instrument, and shall then be released from all liability under this instrument.

17. Mortgagor shall now and at all times exercise his power of attorney to do all acts necessary to be done before any power of attorney given.

16. In case the grantee, or any part thereof, shall be taken by eminent domain or condemnation, the mortgagor is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to all property not taken and all compensation so received shall be forthwith applied by the mortgagor as set forth in the indenture of the mortgagee above described, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the mortgagor or their assigns.

14. Mortgagor shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

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of such taxes.

21. To the fullest extent permitted by law, Mortgagor shall not and will not at any time apply for or in any manner attempt to claim or avail itself of any homestead, appraisement, valuation, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. To the fullest extent permitted by law, Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety.

22. This Mortgage shall be governed by and interpreted according to the laws of the State of Illinois. In the event any provision of the Mortgage, or the Note, conflict with said law, such conflict shall not affect any other provision of the Mortgage or the Note which can be given effect without reference to the conflict. In this regard, the provisions of the Mortgage and the Note shall be deemed severable.

23. Any notice, demand, request or other communications desired to be given or required pursuant to the terms hereof shall be in writing and shall be deemed given when personally serviced or on the second (2nd) day following deposit of the same in the United States Mail via registered or certified mail, return receipt requested, postage prepaid, addressed to the Mortgagor at the address set forth below or to the Mortgagor in the Bank's main office or to such other address as either the Mortgagor or the Mortgagor notifies the other party in writing.

24. The rights and remedies of Mortgagor under this Mortgage are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Mortgagor shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

25. This Mortgage shall not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Mortgagor, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

26. Mortgagor, at its expense, will execute, acknowledge and deliver such instruments and take such actions as Mortgagor from time to time may reasonably request to carry out the intent and purpose of this Mortgage.

LASALLE NATIONAL TRUST, N.A. SUCCESSOR TRUSTEE TO

LASALLE NATIONAL BANK, Trustee, executes this Mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the Mortgagor herein and by every person now or hereafter claiming any right of security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the premises hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note. TRUSTEE DOES NOT WARRANT.

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