

THIS MORTGAGE is made on June 24, 1992, between [Name] not personally, but as Trustee under a Trust Agreement dated [Date], 19 [Year] and known as [Name] at No. [Address] 422 W. Sigwalt, Arlington Heights, IL 60005 (the "Mortgagor") NBD Skokie Bank, N.A. (Bank Name) national (national/state) banking association (the "Mortgagee").

Mortgagor MORTGAGES, CONVEYS AND WARRANTS to the Mortgagee real property and all the buildings, structures and improvements on it described as: [Address] City of Chicago, State of Illinois.

Lots 1, 2, 3, 4, 5 and 6 in Block 1 in Vincent, a Subdivision of the North East 1/4 of the North West 1/4 of Section 31, Township 40 North, Range 14 East, T34N R14E S31, Third Principal Meridian, in Cook County, Illinois. \$27.50 T#6666 TRAN 1408 04/22/93 10:27:00 #1423 # * - 93 - 298626 COOK COUNTY RECORDER

of the Premises is: 2001-2011 West Fullerton Avenue, Chicago, Illinois. Tax Parcel Identification No. 14-31-110-004 / 14-31-110-005 / 14-31-110-006 / 14-31-110-007

- 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 creek 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"). (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.

The Premises are unencumbered except as follows:

(a) 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 such 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 [Date] in the principal amount(s) of [Amount] respectively, maturing on [Date] executed and delivered by [Name] to the Mortgagee with interest at the per annum rate of [Rate] 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 [Rate] percent and (ii) the guaranty of the debt of [Name] dated June 24, 1992 executed and delivered by John F. Welzenbach and Amy Welzenbach to the Mortgagee; and

(iii) [Name] including any extensions, renewals, modifications or replacements without limit as to the number or frequency (the "Debt").

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 previously for personal, family or household purposes unless the note or guaranty expressly states that it is secured by this Mortgage.

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

1. PAYMENT OF DEBT; PERFORMANCE OF OBLIGATIONS. The Mortgagor shall promptly pay when due, whether by acceleration or otherwise, all 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.

2. TAXES. The Mortgagor shall pay, when due, and before any interest, excise, non-fee or penalty 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 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 the Premises or any part of the Premises and shall promptly discharge any unpermitted lien or encumbrance.

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.

4. INSURANCE. 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, until the Debt is fully paid, 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), and such other appropriate insurance as the Mortgagee may require from time to time. All insurance policies and renewals must be acceptable to Mortgagee, must provide for payment to the Mortgagee in the event of loss, must require 30 days notice to the Mortgagee in the event of nonrenewal or cancellation, and must be delivered to the Mortgagee. Should the Mortgagor fail to insure

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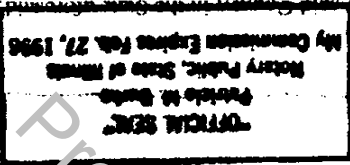
UNOFFICIAL COPY

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. did also then and there acknowledge that he, as custodian of the corporate seal of said (corporation) (association), affirmed the said corporate seal 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 _____ and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as subscribed to the foregoing instrument (personally known to me to be the same persons whose names are subscribed to the foregoing instrument as (corporation) (association) and _____



State of Illinois)
County of _____)
SS _____)

My Commission Expires: _____
John F. Weizenbach, Jr.
Notary Public

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

and voluntary act, for the uses and purposes herein set forth. instrument, appeared before me this day in person, and acknowledged that _____ (personally known to me to be the same persons) who _____ subscribed to the foregoing instrument, 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 _____)
SS _____)

Pat Burke

By: _____

By: _____

Not personally, but as Trustee under a Trust Agreement dated _____ 19__, and known as Trust No. _____

John F. Weizenbach, Jr.
Any Weizenbach



Pat Burke
for NBD Skokle Bank
8001 Lincoln Avenue
Skokle, IL 60077

This document prepared by:

Witness the hand _____ of Mortgagee the day and year set forth above.

23. WAIVER OF JURY TRIAL. The Mortgagee and the Mortgagee 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 contemplated by this Mortgage or any course of conduct, dealings, statements, whether oral or written or actions of either of them. Neither the Mortgagee nor the Mortgagee 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 of them.

24. 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 shall be deemed severable from but shall not invalidate any other provisions of this Mortgage. No waiver by the Mortgagee of any right or remedy granted or failure to insist on strict performance by the Mortgagee shall affect or act as a waiver of any right or remedy of the Mortgagee, nor affect the subsequent exercise of the same right or remedy by the Mortgagee for any subsequent mortgage. These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective successors and assigns. If there is more than one Mortgage, the obligations under this Mortgage shall be joint and several.

This Mortgage shall be governed by Illinois law except to the extent it is preempted by Federal law or regulations.

OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE, IN THE EVENT THE PREMISES IS AGRICULTURAL PROPERTY AND MORTGAGOR IS AN 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 JUDGE OR FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REDEMPTION PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, BUT PRIOR TO THE FILING OF A COMPLAINT FOR FORECLOSURE, THE PREMISES CEASES TO QUALIFY AS RESIDENTIAL PROPERTY, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDICIAL ORDER OR JUDICIAL ORDER OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REDEMPTION PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDICIAL CREDITORS OF MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES, AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE, IN THE EVENT THE PREMISES IS RESIDENTIAL PROPERTY AS DEFINED UNDER THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, BUT PRIOR TO THE FILING OF A COMPLAINT FOR FORECLOSURE, THE PREMISES CEASES TO QUALIFY AS RESIDENTIAL PROPERTY, MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDICIAL ORDER OR JUDICIAL ORDER OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REDEMPTION PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDICIAL CREDITORS OF MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES, AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

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to the date that the Mortgagee... of the Premises shall have fully... of a deed in lieu of foreclosure.

Mortgagee shall have no indemnity obligation with respect to any Hazardous Materials on the Premises or any part of the Premises by the Mortgagee.

Mortgagee agrees that in the event this Mortgage is foreclosed or the Mortgagee is a deed in lieu of foreclosure, the Mortgagee shall deliver the Premises to the Mortgagee free of any and all Hazardous Materials which are then required to be removed...

For purposes of this Mortgage, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous air pollutants, solvents or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980...

The provisions of this paragraph shall be in addition to any and all other obligations and liabilities the Mortgagee may have to the Mortgagee under the Debt, any loan documents and in common law, and shall survive (a) the repayment of all sums due for the debt, (b) the satisfaction of all of the other obligations of the Mortgagee...

17. EVENTS OF DEFAULT/ACCCELERATION: Upon the occurrence of any of the following, the Mortgagee shall be entitled to exercise its remedies under this Mortgage or as otherwise provided by law: (1) The Mortgagee or, if other than the Mortgagee, any principal obligor of the Debt ("Principal Obligor") fails to pay when due any amount payable under the note(s), the guaranty, or any other agreement...

18. REMEDIES UPON DEFAULT. Upon the occurrence of any of the events of default set forth in this Mortgage, at the sole option of Mortgagee, the note and/or any other liabilities shall become immediately due and payable and Mortgagee shall pay all expenses of Mortgagee including attorneys' and paralegals' fees and all expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises.

EXPENSES OF THE MORTGAGEE IN CONNECTION WITH THE FORECLOSURE OF THIS MORTGAGE OR IN CONNECTION WITH THE MORTGAGEE'S PROCEEDINGS IN WHICH THE MORTGAGEE SHALL BE A PARTY, EITHER AS PLAINTIFF, CLAIMANT OR DEFENDANT, BY REASON OF THIS MORTGAGE OR ANY INDEBTEDNESS SECURED HEREBY...

19. REPRESENTATIONS. If the Mortgagee is a corporation, it represents that it is a corporation duly organized, existing and in good standing under the laws of its state of incorporation, and that the execution and delivery of this Mortgage and the performance of the obligations it imposes are within its corporate powers...

20. NOTICES. Notice from one party to another relating to this Mortgage shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address, telex number or telecopier number set forth above by any of the following means: (a) hand delivery, (b) registered or certified mail, postage prepaid...

21. WAIVER OF HOMESTEAD 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 marshalling of assets which secure the Debt or to require the Mortgagee to pursue its remedies against any other such assets.

22. 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 AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES, ON MORTGAGOR'S 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

11. SECURITY AGREEMENT. This Mortgage also constitutes a security agreement... If the Mortgagee defaults in the payment of any installment of tax, principal, interest or performance of any other obligation under the lease, land contract or other agreement, the Mortgagee shall have the right, but not the obligation, to pay the installment or installments and to pay or perform the other obligations on behalf of the Mortgagee...

12. REIMBURSEMENT OF ADVANCES. If Mortgagee fails to perform any of its obligations under this Mortgage, or if any action or proceeding is commenced against Mortgagee, then Mortgagee, at its sole option, may make bankruptcy or probate proceedings, then Mortgagee at its sole option may make... 13. DEED ON TRANSFER. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagee or an encumbrance of any kind, conveyance, transfer of ownership or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership or any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made without the prior written consent of Mortgagee...

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