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94679845 MORTGAGE

THIS MORTGAGE (the "Mortgage") is made and entered into as of the 28th day of July, 1994, by and between Harris Bank Barrington, N.A., not personally but solely as trustee under a trust agreement dated July 1, 1994 and known as trust number 11-4649, "Mortgagor", in favor of Raymond E. Plote, "Plote" or "Mortgagee".

. DEPT-01 RECORDING \$49.50
. T#0011 TRAN 3232 08/02/94 16:25:00
. #2377 & RV #-94-679845
. COOK COUNTY RECORDER

RECITALS:

Plote has or has had a financial and/or beneficial ownership interest in and to all of the real estate legally described on Exhibit A which is attached hereto and incorporated herein by this reference (the "Property"). Mortgagee is a national banking association duly organized, validly existing and in good standing under the laws of the United States. Mortgagee, or its agent, has entered into a Contract to convey the Property to Mortgagor (the "Contract"). The Property and any improvements erected thereon are hereinafter referred to collectively as the "Premises". In consideration of Mortgagee entering into the transaction described in the Contract to sell the land, and as collateral for Mortgagor's obligations under the Contract, this Mortgage is being granted.

NOW, THEREFORE, to secure (1) the payment of all amounts due in connection with that certain Promissory Note of even date herewith, in the principal amount of \$135,000.00, the "Note", and (2) the performance and observance of all terms, conditions and provisions of this Mortgage, the Note, and any other agreement or instrument concurrently or hereafter executed by Mortgagor related to the Property and delivered to Mortgagee (all of the above being collectively referred to as "Mortgagor's Obligations").

GRANT OF MORTGAGE

Mortgagor does hereby GRANT, REMISE, RELEASE, ASSIGN, ALIEN, MORTGAGE, CONVEY, DEED and GRANT to Mortgagee, its successors and assigns, all of its estate, rights, title and interest in the Premises more particularly described and together with the following:

A. All improvements, tenements, easements, fixtures, appurtenances and personal property relating to the Premises, and installed, constructed or erected thereon or to be installed, constructed or erected thereon, and all rents, issues and profits from the Premises for so long and during all such times as Mortgagor may be entitled to them (which are pledged primarily and on a parity with the Premises and not secondarily), (all of these items are included in the term "Improvements"). To the fullest extent permitted by law, all of the Premises and property hereinabove described, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the Premises and to be appropriated to

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Property of Cook County Clerk's Office

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the use of the Premises, and shall for the purposes of this Mortgage be deemed to be real estate and conveyed and mortgaged by this Mortgage;

B. All fixtures and personal property of whatever kind and nature now in or hereafter placed in any building standing on the Premises including replacements of the foregoing, except personal property owned by tenants or owners of dwelling units located on the Premises, if any ("Personalty");

C. All insurance proceeds and condemnation awards, and all rights, titles and interests in any leases and use agreements, and all books and records relative thereto in connection with the Premises, and all rents, income, profits and revenues arising therefrom, and all judgments, awards of damages and settlements made as a result of any taking of all or part of any of the Premises under the power of eminent domain (the "Miscellaneous Interests"); and

D. All proceeds of the conversion of any of the above items into cash or liquidated claims ("Proceeds").

The Premises, Improvements, Personalty, Miscellaneous Interests and Proceeds described above are referred to herein as the "Collateral" and are intended to be a part of the real estate and shall be deemed for purposes of this Mortgage to be real estate.

TO HAVE AND TO HOLD the above granted Collateral, with all the privileges and appurtenances to the same belonging to Mortgagee, its successors and assigns, forever for the uses set forth, free from all rights and benefits under any homestead exemption, rights of redemption from sale, rights to retain possession and appraisal, valuation, stay, extension or moratorium laws of any state, all of said rights and benefits Mortgagor does hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Covenants, Warranties and Representations.

Mortgagor covenants with and represents to Mortgagee as follows:

(a) Mortgagor promptly shall pay, or cause to be paid, when due, Mortgagor's liabilities under the Note and this Mortgage and promptly, fully and faithfully will perform, discharge observe and comply with each and every of Mortgagor's Obligations;

(b) Mortgagor now has and hereafter shall maintain the standing, right, power and lawful authority to own the Premises, to enter into, execute and deliver this Mortgage, the Note, and all other agreements to Mortgagee, to encumber the Premises to Mortgagee and to perform all of Mortgagor's Obligations and to consummate all of the transactions described by this Mortgage and the Note;

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(c) The execution, delivery and performance by Mortgagor of and under this Mortgage, and all other agreements does not and will not constitute a violation of any applicable law and does not and will not constitute a conflict or result in a default or breach of or under or an acceleration of any obligation arising, existing or created by or under any agreement, instrument, document, mortgage, deed, trust deed, note, judgment, order, award, decree or other restriction to which Mortgagor or any of the Premises is or hereafter shall become a party or by which Mortgagor or any of the Premises is or shall become bound, or any law or regulatory provision now or hereafter affecting Mortgagor or any of the premises;

(d) The various data and information relating to the Premises delivered and to be delivered by or for Mortgagor to Mortgagee are, and shall be, correct, complete and accurate in all material respects;

(e) Mortgagor has duly filed and shall continue timely to file all federal, state and other governmental tax and similar returns which are required by law to be filed with respect to Mortgagor;

(f) There is no litigation, action, claim, or proceeding pending or threatened which might, in any way, manner or respect, materially or adversely affect the Premises, Mortgagor, the lien of this Mortgage, or the ability of Mortgagor to pay the Contract;

(g) Mortgagor will save and hold Mortgagee harmless of and from any and all damage, loss, cost and expense, including but not limited to, reasonable attorney's fees, costs and expenses, incurred by reason of or arising from or on account of or in connection with any suit or proceeding, threatened, filed and/or pending, in or to which Mortgagee is or may become or may have to become a party by reason of or arising from or on account of or in connection with Mortgagor's Obligations or this Mortgage;

(h) Mortgagor is lawfully seized, possessed and the owner of and has good and indefeasible, marketable fee simple title to the mortgaged Premises and the Personalty, free and clear of all liabilities, claims, debts, exceptions, security interests, assessments, charges, impositions, levies, taxes, liens and all other types of encumbrances except: (i) the lien of this Mortgage; and (ii) such liens and encumbrances as are expressly approved in writing by Mortgagee and set forth on Exhibit B attached hereto and incorporated herein by this reference (the "Permitted Exceptions");

(i) Mortgagor agrees to warrant and defend the Premises against all unpermitted encumbrances (other than those created by this Mortgage) and any and all persons lawfully claiming, or who may claim the same or any part of the Premises;

(j) Mortgagor covenants and agrees to pay or cause to be paid all rents, additional rents, taxes, assessments, water rates, sewer rents and other charges on or prior to the date and as often as the same shall become due and payable; and

(k) Mortgagor will, at all times, promptly and faithfully keep and perform, or cause to be kept and performed, all the covenants and conditions to be kept by Mortgagor and performed and in all respects conform to and comply with any and all terms and conditions and Mortgagor further covenants that it will not do or permit anything to be done, the commission of which, or refrain from doing anything, the omission of which, will impair or tend to impair the security of this Mortgage.

(l) Mortgagor covenants and agrees to comply with all terms and provisions of any other promissory note, loan agreement, collateral assignment of beneficial interest, mortgage or other loan documents with which Mortgagor may now or hereafter encumber the Premises, and nothing contained herein shall require the Mortgagee to perform any covenant or agreement contained in any promissory note, collateral assignment of beneficial interest, mortgage or loan agreement by which Mortgagor may subsequently encumber the Premises. Any: (i) breach of any covenant or agreement to be performed by or on behalf of the Mortgagor in any promissory note, collateral assignment of beneficial interest, mortgage or loan agreement encumbering the Premises, which is not cured within the applicable cure or grace period thereunder, or (ii) any amendment or modification of any promissory note, collateral assignment of beneficial interest, mortgage or any other loan agreement without the prior written consent of Mortgagee herein shall constitute a default hereunder, and Mortgagee may then declare the Note secured by this Mortgage immediately due and payable. Mortgagors hereby agree to promptly reimburse Mortgagee for all loss, cost, damage and expense, including reasonable attorney's fees, which may be suffered or incurred by Mortgagee arising directly or indirectly out of or in connection with all of the terms and provisions of any other promissory note, collateral assignment of beneficial interest, mortgage or loan agreement with which Mortgagor has encumbered the Premises. Mortgagor hereby authorizes Mortgagee, at its option, to perform any covenants, to perform any acts or make any payments which are required by any other promissory note, collateral assignment of beneficial interest, mortgage or loan agreement. All expenses incurred and all sums paid by Mortgagee relative to the foregoing authority shall be secured hereby with interest thereon at the rate of interest as provided in the Note as applicable after default or maturity, and shall be payable to Mortgagee immediately upon demand. The exercise of the option by Mortgagee to perform any of said covenants, to any of said acts, or make any of said payments as aforesaid, may be made by Mortgagee prior to, simultaneously with or subject to the exercise of Mortgagee of the option in this section to declare the Note secured by this Mortgage immediately due and payable.

2. **Maintenance, Repair and Restoration of Improvements, Payment of Liens, etc.**

Mortgagor shall:

(a) promptly repair, restore or rebuild any of the Improvements which may become damaged or be destroyed;

(b) keep the Premises in as good condition and repair as exists as of the date

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hereof, without waste, and free from mechanics' liens or other liens or claims for liens not expressly subordinated to the lien hereof;

(c) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior or inferior to the lien of this Mortgage, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee;

(d) comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the Premises and the uses thereof; and

(e) initiate or acquiesce in no zoning reclassification, annexation, subdivision, dedication, or vacation relating to all or any part of the Premises, without Mortgagee's written consent, which consent shall not be unreasonably withheld or delayed for any reason whatsoever.

3. Payment of Taxes.

Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or assessments, provided that such contest shall have the effect of preventing the collection of the tax or assessment so contested and the sale or forfeiture of said premises or any part thereof or any interest therein, to satisfy the same.

4. Insurance.

Mortgagor shall keep all of the Improvements, including buildings or improvements hereafter situated on the Premises, insured against loss or damage by fire, tornado, windstorm and extended coverage perils and such other hazards, which amounts of coverage shall not be less than any and all prior liens or charges on the Premises superior to the lien of this Mortgage, if any, and the outstanding indebtedness due under this Mortgage. Mortgagor shall also provide liability insurance, builder's risk and other applicable statutory coverages for such perils as workmen's compensation, Structural Work Act, and related matters, all with such limits for personal injury and death and property damage as Mortgagor shall deem reasonably appropriate and sufficient. All policies of insurance to be furnished under this Mortgage (the "Policies") shall be in forms, with standard mortgagee clauses attached to all policies in favor of and in form satisfactory to Mortgagee, containing a standard waiver of subrogation clause, including provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without ten (10) days prior written notice to Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to their respective dates of expiration.

5. Adjustment of Losses with Insurer and Application of Process of Insurance.

In case of loss, Mortgagor (or after entry of decree if foreclosure, purchaser at the same, or the decree creditor, as the case may be) is hereby authorized to settle and adjust any claim under such insurance policies. Such insurance proceeds may, at the option of Mortgagor, either be applied in reduction of the indebtedness secured hereby, whether due or not, or be held by Mortgagor for the cost of the rebuilding or restoration of the Improvements on the Property. The Improvements shall be restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction.

In case of loss after foreclosure proceedings have been instituted, the proceeds of any such Policies if not applied in rebuilding or restoring Improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same or as the court may direct. In case of the foreclosure of this Mortgage, the court in its decree may provide that the mortgagee's clause attached to each of the insurance policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of the Policies making the loss payable to said decree creditor; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redeмпtor may cause the preceding loss clause attached to each insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemption. In the event of a foreclosure sale, Mortgagee is here authorized, without the consent of the Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any said insurance policies.

6. Restriction on Transfers and Encumbrances.

Mortgagor shall keep the mortgaged Premises free and clear of all liens, claims and encumbrances except for the permitted exceptions, and Mortgagor shall promptly pay or cause to be paid, as and when due and payable or when declared due and payable any indebtedness which may become or be secured by such an encumbrance and, immediately upon request by Mortgagee, shall deliver to Mortgagee evidence satisfactory to Mortgagee of the payment and discharge thereof.

Notwithstanding the foregoing, Mortgagor may sell or otherwise transfer or assign ("Dispose" or "Disposition") all or any portion of the Premises or Mortgagor's interest therein, upon prior written notice to Mortgagee with copies of all documentation with respect thereto furnished by Mortgagor to Mortgagees, subject to the terms and provisions hereafter set forth; provided, however, that until any and all indebtedness due or to become due under or secured by this Mortgage shall be paid to Mortgagee and satisfied in full by Mortgagor and/or Mortgagor's purchaser, and the Note, this Mortgage and all other agreements shall remain in full force and effect without Mortgagee being required to release and/or subordinate this

Mortgage.

7. Effect of Extensions of Time.

If the payment of the indebtedness evidenced by the Note, any other indebtedness secured hereby or any part thereof, be extended or varied or if any part of the Collateral be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

8. Default.

The occurrence of any one or more of the following events shall constitute an "Event of Default" or a "Default" under this Mortgage:

(a) Failure of Mortgagor to pay when due, any amounts becoming due and payable under the Note, this Mortgage, any other document or any encumbrance related to the Note, after fifteen (15) days written notice to Mortgagor;

(b) Failure of Mortgagor to fully and faithfully satisfy, perform, discharge, observe and comply with each and every of Mortgagor's Obligations and/or covenants under any other promissory note, mortgage or loan agreement with which Mortgagor has subsequently encumbered the Premises or as otherwise provided herein unless such performance by its nature requires more than thirty (30) days to complete, in which case, Mortgagor shall have begun such performance within said thirty (30) days and is pursuing such performance with due diligence; and

(c) A petition in bankruptcy or petition for relief is filed by or against Mortgagor, any Guarantor of the Note, or a custodian, receiver or trustee for any of the mortgaged Premises or Mortgagor or any of its or their property is appointed and, if appointed without its or their consent, is not discharged within sixty (60) days, or if it makes or they make any assignment for the benefit of creditors, or if it is or they are adjudged insolvent by any state or federal court of competent jurisdiction, or an attachment or execution is levied against any of the Collateral and is not discharged within sixty (60) days.

9. Remedies upon Default.

Upon the occurrence of an event of Default, Mortgagee, after notice and demand insofar as required under this Mortgage, in its sole discretion and at its sole election, may do any one or more of the following:

(a) Enter upon and take immediate possession of the Premises, expel and

remove any persons, goods or chattels occupying or upon the same, receive all rents, and issue receipts therefor, manage, control and operate the Premises as fully as Mortgagor might do if in possession thereof, including without limitation, the making of all repairs and replacements deemed necessary by Mortgagee and the leasing of the same, or any part thereof, from time to time, and, after deducting all reasonable attorney's fees and all costs and expenses incurred in the protection, care, maintenance, management and operation of the Premises, apply the remaining net income, if any, to Mortgagor's Obligations or upon any deficiency decree entered in any foreclosure proceeding. At the option of Mortgagee, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice served personally upon or sent by registered mail to Mortgagor at the address of Mortgagor last appearing on the records of Mortgagee;

(b) File one or more suits at law or in equity for the foreclosure of this Mortgage or to collect the outstanding indebtedness secured by this Mortgage and to pursue all remedies afforded to Mortgagee under the law. In the event of the commencement of any such suit by Mortgagee, Mortgagee shall have the right, either before or after sale, with notice, without regard to the solvency or insolvency of Mortgagor at the time of application and without regard to the then value of the Premises or whether the same is then occupied, to make application for and obtain the appointment of a receiver for the Premises. Such receiver shall have the power to collect the rents during the pendency of such suit and, in case of a sale and a deficiency, during the full statutory period of redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect the rents, and shall have all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the Premises. The Court before which suit is pending may from time to time authorize the receiver to apply the net income in his hands in payment, in whole or in part, of Mortgagor's Obligations. In case of a sale pursuant to foreclosure, the Premises may be sold as one parcel or, if appropriate, may be divided and sold as separate parcels; and

(c) Exercise any other remedies or rights permitted or provided under or by the laws or decisions of the State of Illinois including all rights of a secured party under the Uniform Commercial Code of the State of Illinois, accruing to a Mortgagee and/or secured party upon default by a Mortgagor and/or debtor.

10. Foreclosure; Expense of Litigation.

When any indebtedness secured by this Mortgage shall become delinquent after applicable notice and grace periods, Mortgagee shall have the right to foreclose the lien for such indebtedness. In any suit to foreclose the lien or enforce any other remedy of the Mortgagee under this Mortgage, the Note or any other agreement, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys'

fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree.

11. Application of Process of Foreclosure Sale.

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 all such items as are mentioned in the preceding paragraph; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note or any contract, document, instrument or note; third, the outstanding indebtedness under the Note or any contract, document, instrument or note; fourth, any excess to Mortgagor, its successors or assigns, as their rights may appear.

12. Appointment of Receiver.

Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which the complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, 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 and Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, should be entitled to collect such rents, issues and profits, and all for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in the hands in payment in whole or in part of: (a) Mortgagor's Obligations or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien of this Mortgage or of such decree, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

13. Assignment of Rents and Leases.

To further secure Mortgagor's Obligations, Mortgagor hereby assigns and transfers to Mortgagee all the rents, issues and profits now due and which may become due under or by virtue of any lease, whether written or verbal, or any letter of, or of any agreement for the use or occupancy of the Premises or any part of the Premises, which may exist or which may be entered after this date or agreed to or which may be made or agreed to by Mortgagee under the powers granted in this Mortgage, it being the intention to establish an absolute transfer and

assignment of all of such leases and agreements, and all the proceeds of such leases and agreements, to Mortgagee, and Mortgagee appoints irrevocably Mortgagee its true and lawful attorney in its name and place (with or without taking possession of the premises as provided in Paragraph 12) to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as Mortgagee shall, in its discretion, determine, to collect all of the proceeds, rents, issues and profits arising from or accruing at any time after this date, and all now due or that may become due under each and every of the leases and agreements, written or verbal, or other tenancy existing, or which may exist on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession pursuant to the provisions of Paragraph 12.

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the Premises by Mortgagee pursuant to Paragraph 9(a). In the exercise of the powers herein granted to Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor, except arising out of any negligence, gross negligence or willful misconduct caused or incurred by Mortgagee, its employees or agents.

Although it is the intention of the parties that the assignment contained in this Paragraph 13 shall be a present assignment, it is expressly understood and agreed, anything having contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until an Event of Default shall exist hereunder.

14. Application of Income Received by Mortgagee.

Mortgagee, in the exercise of the rights and powers conferred upon it by Paragraph 9(a), shall have full power to use and apply the proceeds, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

(a) to the payment of the operating expenses of the Premises, including cost of management and leasing (which shall include reasonable compensation to Mortgagee and its agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, and of placing such property in such condition as will, in the reasonable judgment of Mortgagee, make it readily rentable or saleable; and

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(d) to the payment of any Mortgagor's Obligations or any deficiency which may result from any foreclosure sale.

15. Condemnation.

Mortgagor assigns and transfers to Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby whether due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on the Premises. In the event Mortgagor is required or authorized under this paragraph to rebuild or restore, the proceeds of the award shall be paid by Mortgagor. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall be responsible for such costs in excess of the award. Any surplus remaining after payment of the costs of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of Mortgagor's Obligations or be paid to any other party entitled thereto. In the event that the proceeds of any such award are paid to Mortgagee but are not sufficient to pay in full the indebtedness secured hereby, such payment shall be deemed to be a partial prepayment of the Contract.

Notwithstanding the foregoing, in the event of a partial condemnation of the Premises, if the Premises may still be used for the purposes as prior to the condemnation, and if Mortgagor is not in Default, Mortgagor may elect to rebuild the Premises at Mortgagor's expense utilizing the condemnation award and Mortgagee agrees to make the award available to Mortgagor.

16. Release upon Payment and Discharge of Mortgagor's Obligations.

If Mortgagor shall fully pay all of its obligations under the Note, any Future Advances and all other Mortgagor's Obligations and comply with all of the other terms and provisions to be performed and complied with by Mortgagor, then this Mortgage shall be null and void. Mortgagee shall release this Mortgage by proper instrument upon payment and discharge of all Mortgagor's Obligations.

17. Superior Mortgage.

This Mortgage and the rights of the Mortgagee or the holder hereby are and at all times shall be and remain superior in right, claim and lien to the rights, liens and claims afforded by any other promissory note, mortgage, security agreement, collateral assignment of beneficial interest or other loan agreement by which Mortgagor may now or hereafter encumber the Premises.

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18. Giving of Notice.

Any notice which either party may desire or be required to give to the other party shall be in writing and shall be delivered personally or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows, and if mailed, shall be deemed to be given two (2) days after the date mailed to :

To the Mortgagor:

Harris Bank Barrington, N.A.
201 S. Grove Street
Barrington, Illinois 60010

With a copy to:

To the Mortgagee:

Raymond E. Plote
1100 Brandt Drive
Elgin, Illinois 60120

With a copy to:

Warren R. Fuller
65 S. Barrington Road
South Barrington, Illinois 60010

or at such other place as either party may by notice in writing designate as a place for service of notice.

19. Waiver of Statutory Rights.

Mortgagor shall not and will not apply for or avail itself of any appraisal, valuating, stay, extension of exemption laws, or any so-called "Moratorium Laws", now existing or enacted after this date, in order to prevent or hinder the enforcement of foreclosure of this Mortgage, and hereby waives the benefit of such laws. 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 mortgaged property marshalled upon any foreclosure of the lien of this Mortgage and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. Mortgagor hereby waives any right of redemption from sale under any order or judgment of foreclosure of this Mortgage or under any sale or statute or order, decree or judgment of any court relating to this Mortgage to the maximum extent and with the maximum effect permitted under Illinois mortgage foreclosure law.

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20. Filing and Recording Fees.

Mortgagor will pay all filing, registration or recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage.

21. Binding on Successors and Assigns.

This Mortgage shall extend to and be binding upon Mortgagor and all persons claiming by, under or through Mortgagor. The word "Mortgagee" shall include the successors and assigns of the named Mortgagee.

22. All Covenants to Run with Property.

All the agreements and covenants contained in this Mortgage shall run with the land.

23. Captions.

The captions and heading of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Mortgage as of the date first above written.

HARRIS BANK BARRINGTON, N.A., not personally but solely as trustee under a trust agreement dated July 1, 1994 and known as trust number 11-4649

SEE EXCULPATORY RIDER ATTACHED HERETO AND MADE A PART HEREOF

By: Mary D. Wilson
Its: Mary D. Wilson, Trust Officer

ATTEST:

John A. Muchoney
(Assistant) Secretary
JOHN A. MUCHONEY, TRUST OFFICER

94679835

EXCULPATORY RIDER ATTACHED AND MADE A PART HEREOF

EXCULPATORY RIDER ATTACHED AND MADE A PART HEREOF

This instrument is executed by HARRIS BANK BARRINGTON, NATIONAL ASSOCIATION, a national banking association, not personally but solely as Trustee under the provisions of a trust agreement dated 7-1-94 and known as Trust No. 11-4649 (hereinafter "The Trust") in the exercise of the power and authority conferred upon and vested in it as such trustee.

It is expressly understood and agreed by and between the parties hereto, anything herein contained to the contrary notwithstanding, that (i) each and all of the representations, warranties, covenants, undertakings and agreements made by the Trustee are not made for the purpose or with the intention of binding HARRIS BANK BARRINGTON, N.A. in its individual capacity, but are made and intended solely for the purpose of binding (and shall be enforceable against) only the assets of the trust; (ii) any provision of this instrument referring to a right of any person to be indemnified, held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages or expenses of any nature, including without limitation, attorney's fees, arising in any way out of the execution of this instrument or the transaction in connection with which this instrument is executed and delivered, shall be construed to be only a right of reimbursement in favor of such person out of the assets of the trust and in no case shall any claim of liability or right of reimbursement be asserted against HARRIS BANK BARRINGTON, N.A. in its individual capacity; (iii) this instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of the Trust and HARRIS BANK BARRINGTON, N.A. hereby warrants that it possesses full power and authority to execute this instrument; and (iv) that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against HARRIS BANK BARRINGTON, N.A. on account of any representations, warranties, indemnities, covenants, undertakings or agreements contained in this instrument, either express or implied or arising in any way out of the transaction in connection with which this instrument is executed and delivered, as such personal liability or responsibility, if any, being expressly waived and released by all other parties hereto and by all persons claiming by, through or under said parties. The parties to this instrument hereby acknowledge that under the terms of the Trust, HARRIS BANK BARRINGTON, N.A. has no obligation or duties in regard to the operation, management and control of the trust property, nor does it have any possessory interest therein; and that said company has no right to any of the rents, avails and proceeds from said trust property. Notwithstanding anything in this instrument contained, HARRIS BANK BARRINGTON, N.A. is not the agent for the beneficiary of said trust; and in the event of any conflict between the provisions of the exculatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

Notwithstanding anything in this instrument contained, HARRIS BANK BARRINGTON, N.A. is not the agent for the beneficiary of said trust; and in the event of any conflict between the provisions of the exculatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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ACKNOWLEDGEMENT - TRUST

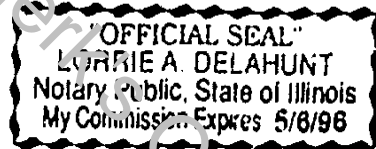
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Lorrie A. Delahunt, a notary public in and for the county and state aforesaid, DO HEREBY CERTIFY that Mary D. Wilson, Trust Officer, as (Vice) President of Harris Bank Barrington, N.A., and JOHN A. MURPHY, Trust Officer, as (Assistant) Secretary of Harris Bank Barrington, N.A., who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such (Vice) President and (Assistant) Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such (Vice) President and (Assistant) Secretary and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of July, 1994.

Lorrie A. Delahunt
Notary Public

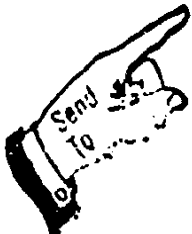
My commission expires _____



Prepared by/Return to:

Warren R. Fuller
Attorney at Law
65 S. Barrington Road
South Barrington, Illinois 60010
(312) 861-9400

946769845



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FIRST AMERICAN TITLE INSURANCE COMPANY
30 North La Salle, Suite 300, Chicago, IL 60602

ALTA Commitment Schedule C

File No.: C77553

LEGAL DESCRIPTION:

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION 19, SAID POINT BEING 617.57 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE WEST ALONG A LINE WHICH FORMS A RIGHT ANGLE WITH THE EAST LINE OF SAID SECTION 19, 253.0 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING WEST ON THE LAST DESCRIBED COURSE, 250.0 FEET; THENCE SOUTH ALONG A LINE WHICH IS PARALLEL TO THE EAST LINE OF SAID SECTION 19, 248.65 FEET TO THE CENTER LINE OF FREEMAN ROAD; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF FREEMAN ROAD WHICH FORMS AN ANGLE OF 69 DEGREES 37 MINUTES TO THE RIGHT WITH THE LAST DESCRIBED COURSE, 19.58 FEET TO A BEND IN THE ROAD; THENCE EASTERLY ALONG THE CENTER LINE OF FREEMAN ROAD, WHICH FORMS AN INTERIOR ANGLE OF 187 DEGREES 30 MINUTES WITH THE LAST DESCRIBED COURSE, 80.0 FEET TO A BEND IN THE ROAD; THENCE EASTERLY ALONG THE CENTER LINE OF FREEMAN ROAD WHICH FORMS AN INTERIOR ANGLE OF 193 DEGREES 32 MINUTES WITH THE LAST DESCRIBED COURSE, 75.0 FEET TO A BEND IN THE ROAD; THENCE EASTERLY ALONG THE CENTER LINE OF FREEMAN ROAD, WHICH FORMS AN INTERIOR ANGLE OF 186 DEGREES 22 MINUTES WITH THE LAST DESCRIBED COURSE, 79.32 FEET TO A POINT WHICH IS 253.0 FEET WEST OF THE EAST LINE OF SAID SECTION 19, AS MEASURED AT RIGHT ANGLES TO SAID EAST LINE OF SAID SECTION 19; THENCE NORTH ALONG A LINE WHICH IS PARALLEL TO THE EAST LINE OF SAID SECTION 19, 230.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TAK # 02-19-416-031

Address: 200 West Freeman Rd
Hoffman Estates, IL 60195

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