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COOK COUNTY RECORDER

MORTGAGE AGREEMENT

THIS MORTGAGE AGREEMENT, made September 9, 1994, between Thomas A. Borok and Shirley Borok, whose address is 5231 N. Otto Street, Rosemont, Illinois 60018 (collectively "Mortgagor") and in favor of Ervin H. Schierhorn and Evelyn L. Schierhorn, whose address is 1340 Robinhood Drive, Elgin, Illinois (collectively "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor has concurrently herewith executed a Promissory Note (herein sometimes referred to as "Note") bearing even date herewith in the principal sum of Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00) advanced or to be advanced by Mortgagee to Mortgagor according to the terms and conditions of the Note, which provides for monthly payments of principal and interest and has a maturity date of October 1, 1999; and

WHEREAS, Mortgagor has agreed to secure the prompt payment of the principal of the Note (and any renewals thereof) together with interest thereon in accordance with the terms thereof, and any additional indebtedness owing to Mortgagee on account of any future payments, advances, or expenditures made by said Mortgagee pursuant to said Note, this Mortgage or any renewals thereof.

NOW, THEREFORE, Mortgagor, to secure payment of the indebtedness evidenced by the Note and secured hereby and the performance of the covenants and agreements set forth in the Note and herein contained to be performed by Mortgagor, and for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey, mortgage and warrant unto Mortgagee, its successors and assigns, all that certain real property and all of its estate, right, title and interest therein, including any after acquired title that real property being described on Exhibit A attached hereto and made a part hereof situated in Cook County, Illinois (hereinafter referred to as the "Premises");

TOGETHER WITH all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining said Premises;

TOGETHER WITH all buildings, structures, and improvements now or hereafter erected thereon and all fixtures, chattels and articles of personal property now or hereafter attached to or used in connection with said Premises, including but not limited to furnaces, boilers, radiators and piping, plumbing and bathroom fixtures, refrigeration, air conditioning and sprinkler systems, wash-tubs, sinks, gas and electric fixtures, stoves, ranges, awnings, screens window shades, motors, refrigerators, kitchen cabinets, plants and shrubbery and all other equipment and machinery, appliances, fittings, and fixtures of every kind in or used in the operation of the building located on said Premises, together with any and all replacements thereof and additions thereto;

TOGETHER WITH all awards heretofore and hereafter made to the Mortgagor for taking by eminent domain of the whole or any part of said Premises or any easement all of which are hereby assigned to the Mortgagee who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the indebtedness secured hereby, even though the amount owing thereon may not then be due and payable and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards to the Mortgagee;

TOGETHER WITH all buildings materials, fixtures, machinery, and equipment delivered on site to the Premises during the course of construction, alteration, or repairs of any buildings or improvements now or hereafter erected thereon, if intended for addition thereto, or incorporation therein or thereon, or if suitable for any such use;

TOGETHER WITH all and singular tenements, hereditaments, and appurtenances belonging to the Premises or any part thereof, hereby mortgaged or intended so to be, or in anyway appertaining thereto, including but not limited to all income, rents, and profits arising therefrom, all streets, alleys, passages, ways, watercourses all other rights, liberties, and privileges or whatsoever kind or character, the reversions and remainders, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever, at law as well as in equity, as well as any after-acquired title of Mortgagor, to the Premises or any part thereof.

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns forever, for the purposes and uses set forth herein, under the following terms and conditions:

ARTICLE I COVENANTS

Mortgagor hereby covenants and agrees with Mortgagee as follows:

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1.1 Waste and Maintenance of Premises. The Mortgagor shall abstain from and shall not permit the commission of waste in or about the Premises; shall not remove or demolish, or alter the structural character of, any building at any time erected on the Premises without the prior written consent of the Mortgagee. The Mortgagee shall have the right, but not the duty, to enter upon the Premises at any reasonable hour to inspect the order, condition, and repair thereof, including the interiors of any buildings and improvements located thereon.

1.2 Insurance Obligation. The Mortgagor will procure, deliver to, and maintain for the benefit of the Mortgagee during the continuance of this Mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the buildings and improvements now existing or hereafter erected on the Premises against loss or damage by fire, lightning, windstorm, hail, explosion, and such other hazards, casualties, contingencies and perils as are insured against under "extended coverage" or "all risk" policies and such additional coverage as the Mortgagee may from time to time require or designate; and comprehensive general public liability insurance. All policies of insurance required hereunder shall be in such form and amounts and by such companies, as the Mortgagee may accept, and shall contain a mortgagee clause acceptable to the Mortgagee, with loss payable to the Mortgagor and the Mortgagee as their interests may appear. The Mortgagor will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to the Mortgagee renewals of such policy or policies at least ten (10) days prior to the expiration date(s) thereof, all said policies and renewals to be marked "paid" by the issuing company or agent.

1.3 Payment of Taxes and Other Charges. The Mortgagor shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the Premises or any part thereof, without any deduction or abatement, not later than ten (10) days before the date on which such taxes, water and sewer rents, claims and liens shall become due or commence to bear interest or penalties, and not later than such dates, shall, if requested produce to the Mortgagee receipts evidencing payment thereof in full and shall pay every other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the Premises prior to the lien of this Mortgage; provided, however, that if the Mortgagor shall in good faith, and by proper legal encumbrances, or other charges, contest the validity of any such lien or encumbrance, and shall have established by deposit of cash with the Mortgagee (as the Mortgagee may elect), a reserve for the payment thereof in such amount as the Mortgagee may require, then the Mortgagor shall not be required to pay the same, or to produce such receipts, during the maintenance of said reserve so long as such contest operates to prevent collection, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Mortgagor.

1.4 Tax and Insurance Fund. At Mortgagee's election and without limiting the effect of Sections 1.2 and 1.3 hereof, the Mortgagor shall pay to the Mortgagee monthly at the time when such monthly installment of principal and interest is payable, an amount equal to one-twelfth (1/12) of the annual insurance premiums, real estate taxes, water and sewer rents, special assessments, and any other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the Premises prior to the lien of this Mortgage, and on demand from time to time shall pay to the Mortgagee additional sums necessary to pay such premiums and other payments, all as estimated by the Mortgagee, the amounts so paid to be security for such premiums and other payments and to be used in payment thereof. At the Mortgagee's option, the Mortgagee may make such payments available to the Mortgagor for the payments on the Mortgagor's behalf. All amounts so paid shall be deemed to be trust funds, but no interest shall be payable thereon. If, pursuant to any provisions of this Mortgage, the whole amount of said principal debt remaining becomes due and payable, the Mortgagee shall have the right at its election to apply any amounts so held against the entire indebtedness secured hereby.

1.5 Condemnation. If any part of the Premises, but less than all, is taken or acquired, either temporarily or permanently, by any condemnation proceeding or by the right of eminent domain, any award or payment received by the Mortgagor shall be payable jointly to the parties hereto. Said payment or award shall be utilized first to restore or repair any damage to the Premises occasioned by said taking. The remainder if any of the award or payment shall be paid to Mortgagee in reduction or partial reduction of the principal balance of the Note secured hereby.

In the event that all of the Premises are so taken or acquired by any condemnation proceeds or by the right of eminent domain, any award or payment received by the Mortgagor shall be paid to the Mortgagee for application against the then existing balance of the Note and any remaining portion of the award or payment, after first paying off all principle, outstanding interest and any other sums secured hereby, shall be retained by the Mortgagor.

1.6 Compliance With Ordinances. The Mortgagor shall comply with any municipal ordinance or regulation affecting the Premises within thirty (30) days after notice thereof; provided, however, that if the Mortgagor shall in good faith, and by proper legal action, contest any such ordinance or regulation, or the validity thereof, then the Mortgagor shall not be required to comply therewith so long as such contest operates to prevent enforcement, and is maintained and prosecuted with diligence, and shall not have been terminated or

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discontinued adversely to the Mortgagor.

1.7 Prepayment Privilege. At such time as the Mortgagor is not in default under the terms of the Note, or under the terms of this Mortgage, the Mortgagor shall have the privilege of making prepayments on the principal of the Note (in addition to the required payments thereunder) in accordance with the terms and conditions, if any, set forth in the Note, but not otherwise.

1.8 Restrictions of Transfer. It shall be an immediate Event of Default and default hereunder, if, without the prior written consent of the Mortgagee, the Mortgagor shall create, effect, or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof, or interest therein; or if any beneficiary of the Mortgagor shall create, effect, or consent to, or shall suffer or permit, any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of such beneficiaries beneficial interest in the Mortgagor;

ARTICLE II DEFAULT AND BREACH

2.1 Events of Default. The following shall constitute Events of Default hereunder:

- A. The failure of the Mortgagor to pay the principal or interest when the same is due.
- B. The failure of the Mortgagor to pay any other sum required to be paid in the Note or in this Mortgage when the same is due.
- C. The failure of the Mortgagor to perform any covenant or agreement in the Note or in this Mortgage.
- D. Any assignment for the benefit of the Mortgagor's creditors, or other proceedings intended to liquidate or rehabilitate the Mortgagor's estate, or the Mortgagor's becoming insolvent within the meaning of the federal Bankruptcy Code.
- E. A default under the terms of any security agreements, guarantees or any other document securing the Note.
- F. The creation of a lien or security interest against the Premises regardless of whether the same is expressly subordinate to the lien of this Mortgage without the express written consent of Mortgagee.

2.2 Foreclosure of Default. Upon the occurrence of any one or more of said Events of Default, the entire unpaid balance on the principal, the accrued interest, and all other sums secured by this Mortgage, shall, at the sole and exclusive option of the Mortgagee, become immediately due and payable without notice or demand, and in any such Event of Default the Mortgagee may proceed to foreclose this Mortgage by judicial proceedings according to any statutes then in effect. Any failure to exercise said option shall not constitute a waiver of the right to exercise the option at any other time. In any such proceeding, there shall be allowed and included, as additional indebtedness in the judgment, all expenses which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, outlays for documentary evidence, costs of abstracts of title, title searches, title insurance policies, and any other necessary costs or expenses to prosecute such suit or to maintain the sale pursuant to the judgment. The proceeds of any foreclosure sale shall be applied first, to the payment of all costs arising from the foreclosure proceedings; second, to the payment of all items other than principal and interest which are secured indebtedness under this Mortgage; third, to the payment of the unpaid interest and principal under the Note; and fourth, and surplus to the Mortgagor, its successors or assigns.

2.3 Possession and Receivership. The Mortgagee shall have the right in any proceeding to foreclose this Mortgage to the appointment of a receiver to collect the rents, issues, income, and profits of the Premises and apply them to the payment of the Note or this Mortgage, without notice and without regard to the adequacy of the Premises to secure the indebtedness. Or, instead of such receivership, the Mortgagee may, at its sole and exclusive option, itself take possession of the Premises during the period of redemption, and collect the rents and apply them in the manner set forth above.

2.4 Failure to Pay Taxes. If the Mortgagor fails to pay any tax, claim, lien, or encumbrance which shall be or become prior in lien to this Mortgage, or to pay any insurance premium as aforesaid, or to keep the Premises in repair, as aforesaid, or commit or permit waste, then the Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment, or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, and take such action therein as the Mortgagee deems advisable, and for any of said purposes the Mortgagee may advance such sums of money as it deems necessary. All sums of money advanced by the Mortgagee pursuant to this section, together with

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interest on each such advance at the rate of thirteen percent (13%) per annum, shall be so much additional indebtedness secured hereby and shall immediately become due and payable without notice. The failure of the Mortgagee to act pursuant to this section shall not be deemed a waiver of any rights the Mortgagee may have because of any default of the Mortgagor.

ARTICLE III SATISFACTION AND RELEASE

If the Mortgagor complies with the provisions of this Mortgage and pays to the Mortgagee said principal sum, and all other sums payable by the Mortgagor to the Mortgagee as are hereby secured, in accordance with the provisions of the Note and in the manner and at the times therein set forth, without deduction, fraud, or delay, then and from thenceforth this Mortgage, and the estate hereby granted, shall cease and become void, anything hereinabove contained to the contrary notwithstanding.

ARTICLE IV MISCELLANEOUS

4.1 Notice. A notice which is mailed by certified mail to the Mortgagor to the address of the Promisor or at such other address as the Mortgagor shall designate to the Mortgagee in writing, shall be sufficient notice when required under this Mortgage notwithstanding Mortgagor's inability or refusal to accept or claim such certified mail.

4.2 Cumulative Rights and Remedies. The rights and remedies of the Mortgagee as provided herein, or in said Note, and the warrant therein contained, shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of the Mortgagee, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

4.3 State Law to Apply. This Mortgage shall be construed under and in accordance with the laws of the State of Illinois, and all obligations of the parties created hereunder are performable in Cook County, Illinois.

4.4 Parties Bound. This Mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Mortgage.

4.5 Severability. In case any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Mortgage shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.6 Time of Essence. Time is of the essence of this Mortgage.

4.7 Construction. The words "Mortgagors" and "Mortgagee" include singular and plural.

4.8 Captions. The captions herein are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Mortgage or any particular paragraph or section hereof, nor the proper construction hereof.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage as of the day and year first above written.

MORTGAGOR:

Thomas A. Borek
THOMAS A. BOREK
Shirley Borek
SHIRLEY BOREK

STATE OF ILLINOIS)

) SS

COUNTY OF DU PAGE)

I, Robert H. Miller, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS A. BOREK AND SHIRLEY BOREK, his wife, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of September, 1994

1994

My Commission Expires: 7/6/98



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EXHIBIT A

LEGAL DESCRIPTION:

LOT TWELVE (EXCEPT THE SOUTH SIXTY-FIVE FEET THEREOF) AND THE SOUTH SIXTY-FIVE FEET OF LOT ELEVEN IN B. L. CARLSEN'S INDUSTRIAL SUBDIVISION, BEING A SUBDIVISION OF PART OF LOT FIVE IN HENRY HACHMEISTER'S SUBDIVISION OF PARTS OF SECTIONS 9 AND 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID B. L. CARLSEN'S INDUSTRIAL SUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JUNE 3, 1960, AS DOCUMENT NUMBER 1925132, IN COOK COUNTY, ILLINOIS.

P.I.N. #12-09-214-036, VOL. 065

COMMON ADDRESS: 5231 N. Otto Street, Rosemont, IL 60016

PREPARED BY AND AFTER
RECORDING RETURN TO:

John G. Raucci
Levato, Kotche & Raucci
108 S. Bloomingdale Road
Suite One
Bloomingdale, IL 60108

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