

UNOFFICIAL COPY

Pioneer Bank & Trust Company, Trustee Trust #15692 1140 Washington Street Glenview, Illinois 60025 MORTGAGOR "I" includes each mortgagor above.	Title instrument prepared by (Name) B. Patterson (Address) 4000 W. North Ave., Chicago, IL 60639 Pioneer Bank & Trust Company 4000 West North Ave. Chicago, Illinois 60639 MORTGAGEE "You" means the mortgagee, its successors and assigns.
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REAL ESTATE MORTGAGE for value received, I, Pioneer Bank & Trust Co., not personally but as trustee U/A/A dated 2/20/66, AKA Trust #15692 mortgage and warrant to you to secure the payment of the secured debt described below, on Feb. 9, 1994, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS: 1140 Washington Street (Street) Glenview (City) Illinois 60025 (Zip Code)

LEGAL DESCRIPTION: The south 69 feet of the north 138 feet of the south 1/2 of the east 1/2 of block 5 in Oak Glen, being a subdivision of the south 1/2 of the north west 1/4 of section 35, township 42 north, range 12, east of the third principal meridian, in Cook County, Illinois.

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P. N. #04-35-104-016

DEPT-01 RECORDING \$25.50
 T#2222 TRAN 6970 02/24/94 10:41:00
 #0970 # KB #-94-179228
 COOK COUNTY RECORDER

located in Cook County, Illinois.
TITLE: I covenant and warrant title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and payable.

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

Revolving credit loan agreement dated Feb. 9, 1994, with initial annual interest rate of 6.0%. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on Feb. 25, 2004 if not paid earlier. The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of one hundred fifty thousand Dollars (\$150,000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation. A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

TERMS AND COVENANTS: I agree to the terms and covenants contained in this mortgage and in any riders described below and signed by me.
 Commercial Construction Equity

SIGNATURES: Pioneer Bank & Trust Company, Trustee

BY: [Signature] JEFFERSON W. WOODS, PRESIDENT
 BY: [Signature] BRUCE S. PAINE, VICE PRESIDENT

ACKNOWLEDGMENT: STATE OF ILLINOIS, County ss: The foregoing instrument was acknowledged before me this _____ day of _____ by _____

Corporate or Partnership Acknowledgment: [Signature] of _____ (Name of Corporation or Partnership) on behalf of the corporation or partnership.

My commission expires: _____ (Seal)

(Notary Public)

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1. **Payments** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amount I owe you on the secured debt (exclusive of interest or principal), second to interest and then to principal. If partial payment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.

2. **Claims against title** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.

3. **Insurance** I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.

4. **Property** I will keep the property in good condition and make all repairs reasonably necessary.

5. **Expenses** I agree to pay all your expenses including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.

6. **Default and Acceleration** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.

7. **Assignment of Rents and Profits** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents and profits and not in default. If I default, you, your agent or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.

8. **Waiver of Homestead** I hereby waive all right of homestead exemption in the property.

9. **Leaseholds, Condominiums, Planned Unit Developments** I agree to comply with the provisions of any lease if this mortgage is on a leasehold. This mortgage is on a leasehold, condominium or a planned unit development. I will perform all of my duties under the covenants, by-laws, regulations of the condominium or planned unit development.

10. **Authority of Mortgagee to Perform for Mortgagee** If I fail to perform any of my duties under this mortgage, you may perform the duties of a mortgagee or not carried on in a reasonable manner. You may do whatever is necessary to protect your security interest in the property. This may include, but is not limited to, the following:
Your failure to perform will not prohibit me from exercising any of your other rights under the law or this mortgage.

11. **Inspection** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.

12. **Condemnation** I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.

13. **Waiver** By executing this mortgage, you irrevocably and exclusively assign to me all of your rights to later use any other remedy. By not exercising any remedy if I default, you do not waive your right to later consider the event a default if it happens again.

14. **Joint and Several Liability; Co-signers; Successors and Assigns** I understand that all duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt, I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. The foregoing will not release me from the terms of this mortgage.

15. **Notice** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.

16. **Transfer of the Property or a Beneficial Interest in the Mortgage** If all or any part of the property or any interest in it is sold or transferred to another person, you may demand immediate payment of the secured debt. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.

17. **Release** When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

18. **Entire Agreement** This mortgage and the documents referred to in this mortgage constitute the entire agreement between us concerning the property and the secured debt. No other oral or written agreement, understanding or representation shall be binding on either of us when given in the manner stated above.

19. **Severability** If any provision of this mortgage is held to be unenforceable, the remainder of this mortgage shall remain in full force and effect.

20. **Assignment** This mortgage may be assigned to any person or entity without notice to you.

04179328

This Mortgage is executed by the PIONEER BANK & TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated 9/20/22 and known as Trust No. 15652 in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said principal note or obligation contained shall be construed as creating any liability on the said mortgagor, or on the PIONEER BANK & TRUST COMPANY, personally to pay the said obligation or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein or in said obligation contained, all such liability, if any, being expressly waived by said mortgage and by every person now or hereafter claiming any right or security thereunder.

IN WITNESS WHEREOF, the PIONEER BANK & TRUST COMPANY, not personally, but, as Trustee as aforesaid, has caused these presents to be signed by its Vice President/Trust Officer and its corporate seal to be hereunder affixed and attested by its Assistant Secretary, this 14th day of February A.D. 19 24.

PIONEER BANK & TRUST COMPANY

By: [Signature]
Vice President/Trust Officer

Attest: [Signature]
Assistant Secretary

Property of Cook County Clerk's Office

94179228

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

25-50

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President/Trust Officer of the PIONEER BANK & TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of February 19 24.

OFFICIAL SEAL
ALINA E. MIRANDA
NOTARY PUBLIC
My Comm. Exp. 06/30/27

[Signature]

Notary Public