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REAL ESTATE MORTGAGE

THIS MORTGAGE is made this 23rd day of March, 1994, between LASALLE NATIONAL TRUST, N. A., as Trustee under a Trust Agreement dated October 11, 1963 and known as Trust No. 31673 (the "Mortgagor"), and CAROL S. LANG (the "Mortgagee").

WITNESSETH: That to secure the payment of the Promissory Note of even date herewith executed by Mortgagor and Eugene B. Lang and delivered to Mortgagee evidencing an indebtedness to Mortgagee in the principal amount of Three Hundred Thousand Dollars (\$300,000) and to secure the performance and observance by Mortgagor of all of the covenants, agreements, and conditions contained in said Promissory Note and this Mortgage executed by Mortgagor and Eugene Lang, all other instruments pertaining to the foregoing, in any other security agreement relating to said Promissory Note and to secure the payment of any and all sums heretofore or hereafter loaned and advanced by Mortgagee to Mortgagor up to and including the amount hereinabove stated, Mortgagor hereby mortgages and conveys to Mortgagee:

All those certain lots, pieces, or parcels of land with the buildings and improvements thereon situated, lying and being in the County of Cook in the State of Illinois, as set forth in Exhibit A, attached hereto and made a part hereof.

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COOK COUNTY RECORDER

TOGETHER with all improvements, tenements, hereditaments, gas, oil, minerals, easements, fixtures and appurtenances thereunto belonging or pertaining; all apparatus, equipment and appliances owned by the undersigned now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, ventilation and refrigeration; all machinery and other equipment of every nature and kind owned by the undersigned used or useful in connection with the maintenance and operation of the premises and intended for the use of tenants or occupants (all of the foregoing whether now on the premises or hereafter erected, installed or placed thereon or therein, or whether physically attached thereto or not, are and shall be deemed a part of said real estate as between the parties hereto and all persons claiming by, through or under them, and a portion of the security for said indebtedness); and also all the estate, right, title and interest of Mortgagor in and to the premises; and

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THIS Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in said property owned by the undersigned, which Mortgagor hereby grants to Mortgagee as Secured Party (as said term is defined in the Uniform Commercial Code), securing said indebtedness and obligations. Mortgagor covenants that it is lawfully seized of the premises, that the same are unencumbered, and that it has good right, full power and lawful authority to convey and mortgage the same, and that it will warrant and forever defend said premises and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever; and

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TO HAVE AND HOLD the premises unto Mortgagee, Mortgagee's successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagor does hereby expressly release and waive.

Mortgagor covenants and agrees:

1. To pay, when due, all sums secured hereby.
2. To keep the premises in good condition and repair and not to commit or suffer waste; to pay for and complete within a reasonable time any building or improvement at any time in the process of erection upon the premises; to promptly repair, restore, or rebuild any building or improvement now or hereafter on the premises which may become damaged or destroyed; to refrain from impairing or diminishing the value of the security; to make no material alterations of the premises.
3. To comply with all requirements of law or municipal ordinances governing the premises and the use thereof; and to permit Mortgagee to inspect the premises at all reasonable times.
4. To keep the premises free from mechanics' or other liens or claims for liens of any kind; to pay when due an indebtedness which may be secured by a lien or charge on the premises, and, upon request, to exhibit to Mortgagee satisfactory evidence of the payment and discharge of such liens or claims.
5. Unless otherwise provided herein to pay, ten days before any penalty attaches, all general taxes and to pay, when due, all special taxes, special assessments, water charges, drainage charges, sewer service charges and payment of all taxes, assessments and charges which Mortgagor is required or shall elect to pay hereunder.
6. To keep the premises continuously insured, until the indebtedness secured hereby is fully paid (or in case of foreclosure until expiration of the period of redemption) against loss or damage under such types of hazard and liability insurance and in such forms, amounts and companies as may be approved or reasonably required from time to time by Mortgagee; all policies whether or not required by the terms of this mortgage, shall contain loss payable clauses in favor of Mortgagee (or, in case of foreclosure sale, in favor of the owner of the certificate of sale); in the event of loss, Mortgagor shall immediately notify Mortgagee in writing and Mortgagor hereby authorizes and directs each and every insurance company concerned to make payments for such loss jointly, to Mortgagor and Mortgagee.

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7. To deliver to Mortgagee, all policies of insurance with evidence of premiums prepaid (renewal policies to be delivered not less than ten days prior to the respective dates of expiration), and all abstracts of title, title guarantee policies, Torrens certificates of title and other evidence of title to the premises, all of which shall be held by Mortgagee without liability, and in the event of foreclosure of this mortgage or transfer of title to the premises in extinguishment of said indebtedness, shall become the absolute property of Mortgagee. Mortgagee may, from time to time, at Mortgagee's option, waive, and after any such waiver, reinstate, any or all provisions hereof requiring deposit of insurance policies, by notice to Mortgagor in writing.

8. Any awards of damage resulting from condemnation proceedings or the taking or injury of the premises for public use, less reasonable costs and associated attorneys' fees and expenses of Mortgagor shall be paid to Mortgagee and the proceeds or any part thereof shall be applied by Mortgagee, at Mortgagee's option, after the payment of all of Mortgagee's expenses, including costs and attorneys' fees, to the reduction of the indebtedness hereby secured.

9. In the event of default in performance of any of Mortgagor's covenants or agreements herein contained, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor, in any form and manner deemed expedient and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit title or claim thereof, or redeem from any tax sale or forfeiture affecting the premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon. Mortgagee, making any payment hereby authorized relating to taxes or assessments, shall be the sole judge of the legality and validity thereof and of the amount necessary to be paid in satisfaction thereof.

10. If (a) default be made in payment, when due, of any sum secured hereby, or in any of the other covenants or agreements herein contained to be performed by Mortgagor or, (b) if any proceedings be instituted or process issued (i) to enforce any other lien, charge, or encumbrance against the premises, or (ii) against Mortgagor under any bankruptcy or insolvency laws, or (iii) to place the premises or any part thereof in the custody or control of any court through its receiver or other officer, and such proceedings are not dismissed or stayed on appeal or such process withdrawn within ten days after written notice to Mortgagor; or (c) in the event Mortgagor sells, conveys, transfers, assigns or alienates by any means whatsoever (including, without limitation, conveyance to a trustee, contract of articles of agreement for deed, assignment of beneficial interest) any legal, equitable or other right, title or interest, or any part or portion thereof without Mortgagee's prior express written consent; or (d) if Mortgagor makes any assignment for the benefit of

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creditors, or is declared a bankrupt, or, if by or with the consent or at the instance of Mortgagor proceedings to extend the time of payment of Mortgagor's obligations to Mortgagee or to change the terms of this mortgage be instituted under any bankruptcy or insolvency law; then,

I. All sums secured hereby shall, at the option of Mortgagee, become due and payable with interest thereon as provided; provided, however, Mortgagee agrees to give Mortgagor notice of default hereunder and ten (10) days for Mortgagor to cure a monetary default hereunder and thirty (30) days to cure a nonmonetary default. Notices required hereunder shall be sent by Mortgagor as follows: LASALLE NATIONAL TRUST, N. A., 135 South LaSalle Street, Chicago, Illinois 60603.

II. Mortgagee may immediately foreclose this mortgage after notice of default and opportunity to cure. The Court in which any proceeding is pending for that purpose may, at once or at any time thereafter, either before or after sale, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the premises, appoint a receiver (the provisions for the appointment of a receiver and assignment of rents being an express condition upon which the loan hereby secured is made), for the benefit of Mortgagee, with power to collect the rents, issues and profits of the premises, due and to become due during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of such rents, issues and profits when collected, may pay costs incurred in the management and operation of the premises, prior and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the premises, and may pay all or any part of the indebtedness secured hereby or any deficiency decree, and Mortgagor hereby grants to Mortgagee the right, acting through Mortgagee, Mortgagee's agents or attorneys, either with or without process of law, forcibly or otherwise to enter upon and take possession of the premises and property, expel and remove any persons, goods or chattels, occupying or upon the same, and to collect or receive all the rents, issues and profits thereof, and to manage and control the same, and to lease the same or any part thereof from time to time, and after deducting all reasonable attorneys' fees, and all expenses incurred in the protection, care, maintenance, management and operation of the premises, apply the remaining net income upon the indebtedness secured hereby, or upon any deficiency decree entered by virtue of any sale held pursuant to a decree of foreclosure.

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11. In any foreclosure of this mortgage there shall be allowed and included in the decree for sale, to be paid out of the rents or proceeds of such sale:

- (a) All principal and interest remaining unpaid and secured hereby,
- (b) All other items advanced or paid by Mortgagee pursuant to this mortgage with interest,
- (c) All court costs, attorneys' fees, appraiser's fees, expenditures for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantee policies, Torrens certificates and similar data with respect to title, as Mortgagee may deem necessary in connection with (i) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant, or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (iii) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether or not actually commenced. All expenditures and expenses of this type mentioned in this subparagraph (c) shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon. The proceeds of any foreclosure sale shall be distributed and applied to the items described in subparagraphs (a), (b), and (c) in order of priority inversely to the manner in which said subparagraphs are above listed and any surplus of the proceeds of such sale shall be paid to Mortgagor.

12. No remedy or right of Mortgagee shall be exclusive of but shall be in addition to every other remedy or right now, or hereafter, existing at law or in equity. No delay in exercising, or omission to exercise, any remedy or right, accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

13. Notwithstanding the provisions of Paragraph 10 hereof, Mortgagee is hereby authorized to elect to pay any insurance premiums on an installment basis.

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RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE
DATED APRIL 23, 1994 UNDER TRUST NO. 31073

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 31073 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other Instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagor or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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Trustee's Expiration Rider Attached to

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execute this instrument. It is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the part of Mortgagor individually to pay Mortgagor's Note or any interest thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained; all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right of security hereunder and that so far as LASALLE NATIONAL TRUST, N. A. personally is concerned, the legal holder or holders hereof shall look solely to the premises hereby conveyed and the enforcement of the lien hereby created or to an action to enforce the personal liability of any guarantor hereof.

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

LASALLE NATIONAL TRUST, N. A.,
not personally and not individually, as
Trustee under a Trust Agreement dated
October 11, 1963 and known as Trust No.
31673.

By: *Rosmary Collins*
Assistant Vice President

ATTEST:

Charles H. White
Assistant Secretary

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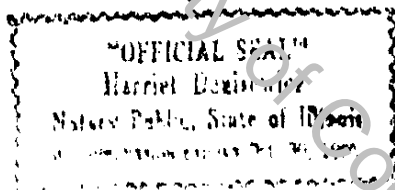
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, HARRIET DENISWITZ, Notary Public, in and for said County, in the State aforesaid, do hereby certify that Rosemary Collins, personally known to me to be a ^{Assistant} Vice President of LASALLE NATIONAL TRUST, N. A. and William E. Dittus, personally known to me to be an Assistant Secretary of said corporation and who subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as a Vice President and Assistant Secretary of said corporation for the uses and purposes set forth therein and cause the corporate seal of said corporation to be affixed thereto.

Given under my hand and official seal this 23 day of MARCH, 1994.



Harriet Deniwitz
Notary Public

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING ~~MAIL TO:~~

~~Donald A. Hitzel, Jr.
Pretzel & Stouffer, Chartered
One South Wacker Drive
Suite 2500
Chicago, Illinois 60606-4673~~

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RETURN TO
RECORDERS BOX 239
PRETZEL & STOFFER, CHARTERED

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EXHIBIT A

A TRACT OF LAND COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH $0^{\circ}06'52''$ WEST ALONG THE WESTLINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6 A DISTANCE OF 1326.46 FEET TO THE SOUTHWEST CORNER OF THE NORTH EAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE SOUTH $89^{\circ}40'20''$ EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6 A DISTANCE OF 863.96 FEET FOR A PLACE OF BEGINNING; THENCE NORTH $1^{\circ}51'00''$ EAST A DISTANCE OF 414.29 FEET TO THE CENTERLINE OF A PRIVATE ROAD EASEMENT; THENCE NORTH $73^{\circ}57'52''$ EAST ALONG THE CENTERLINE OF SAID PRIVATE ROAD EASEMENT AND SAID CENTERLINE EXTENDED EASTERLY DISTANCE OF 468.25 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, SAID POINT BEING 780.72 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE SOUTH $0^{\circ}00'00''$ EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 A DISTANCE OF 546.08 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE NORTH $89^{\circ}40'20''$ WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 463.39 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART DEDICATED FOR HIGHWAY PURPOSES, ALL IN COOK COUNTY, ILLINOIS.

ALSO

LOT 2 IN F. C. TIEDT'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPLE MERIDIAN (EXCEPT PUBLIC SERVICE CO. RIGHT OF WAY.) IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 23-06-101-011 and 23-06-102-007

Commonly known as: ±6 vacant acres in Burr Ridge, Illinois

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