

95671425

THIS IS A FUTURE ADVANCE MORTGAGE

UNOFFICIAL COPY

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| Harris Bank Harrington, N.A., as Trustee Under Trust Agreement dated August 31, 1991 and known as Trust Number 11-4628 | This instrument was prepared by Julie M. Peet New Buffalo Savings Bank (Name) 45 North Whittaker Street New Buffalo, Michigan 49117 (Address) (616) 469-2222 |
| 201 South Grove Avenue<br>Barrington, Illinois 60010   | New Buffalo Savings Bank<br>45 North Whittaker Street<br>New Buffalo, Michigan 49117   |
| MORTGAGOR<br>"I" includes each mortgagor above.  | MORTGAGEE<br>"You" means the mortgagee, its successors and assigns.  |



Harris Bank Harrington, N.A., as Trustee Under Trust Agreement dated August 31, 1991 and known as Trust Number 11-4628, mortgage and warrant to you, with power of sale, to secure the payment of the secured debt described below, on 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: Caesar Drive, Lot 19 Barrington Hills Illinois 60010  
(Street) (City) (State) (Zip Code)

LEGAL DESCRIPTION:

"See Legal Description on Exhibit "A", which is attached hereto and becomes a part hereof"

DEPT-01 RECORDING \$47.50  
 T#2222 TRAN 6751 10/03/95 15:55:00  
 #2532 ÷ KB \*-95-671425  
 COOK COUNTY RECORDER

95671425

located in Cook Illinois County. ~~KOCKINAK~~

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 the Mortgagor(s) is the owner of the real estate described above and certifies there are no unpaid bills or claims for labor or services performed or material furnished or delivered during the last 90 days for alterations, repair work or new construction on the described property.

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 September 8, 1995, with initial annual interest rate of 8.75%. 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 September 8, 1996 if not paid earlier.

MAXIMUM PRINCIPAL AMOUNT - The maximum principal amount of this mortgage, excluding protective advances (such as expenditures for taxes or insurance, attorneys' fees or other expenses), is:

One Hundred Twenty Thousand and No/100 Dollars (\$ 120,000.00), plus interest.

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.

RIDERS:  Commercial  \_\_\_\_\_

SIGNATURES: By signing below, I agree to the terms and covenants contained in this mortgage, including those on page 2 and in any riders described above signed by me.

Harris Bank Harrington, N.A., a Trustee Under Trust Agreement dated August 31, 1991 and known as Trust Number 11-4628

This Statement is Based Solely upon information and belief upon information furnished by the beneficiary or beneficiaries of the aforesaid trust. The undersigned has no personal knowledge of any of the facts or statements herein contained.

By: Mary D. Wilson (Seal)  
Mary D. Wilson, Land Trust Officer (Seal)

WITNESSES:

ACKNOWLEDGMENT: STATE OF ~~MICHIGAN~~ ILLINOIS COOK County ss:

The foregoing instrument was acknowledged before me this 8TH day of SEPTEMBER 1995 by Mary D. Wilson, Land Trust Officer, for and on behalf of Harris Bank Harrington, N.A., as Trustee Under Trust Agreement dated August 31, 1991, and (Title(s), or officer, partners or agent)

of known as Trust Number 11-4628 (Name of Corporation)  
Corporation  a NATIONAL BANKING ASSOCIATION corporation, on behalf of the corporation,  
Partnership  on behalf of \_\_\_\_\_ a partnership.

My commission expires OFFICIAL SEAL  
CONSTANCE M. DOYLE  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 1/29/97

Constance M. Doyle  
 Constance M. Doyle (Notary Public)

MICHIGAN  
 (page 1 of 2)

47.50

## COVENANTS

- 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 amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment 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 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 if I have an 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 1.
- 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, if the property is commercial or industrial property other than an apartment building with less than six apartments, or a family residence. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am 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. Leaseholds; Condominiums; Planned Unit Developments.** I agree to comply with the provisions of any lease if this mortgage is on a leasehold, if the condominium or planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 9. Authority of Mortgagee to Perform for Mortgagee.** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued 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 completing the construction.
- 10. Inspection.** You may enter the property to inspect it if you give me notice beforehand. The notice must state the reasonable cause for your inspection. I assign to you the proceeds of any award or claim for damages connected with the 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.
- 11. Waiver.** By exercising any remedy available to you, you do not give up 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.
- 12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** 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. Such a change will not release me from the terms of this mortgage.
- 13. Notice.** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it to your address on page 1 of this mortgage, or to any other address which you have designated. I will give any notice to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.
- 14. 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 without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgage is not a natural person and a beneficial interest in the mortgage is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
- 15. Release.** If the secured debt is evidenced by a revolving line of credit agreement, you will discharge this mortgage only if there is no secured debt outstanding and the revolving line of credit agreement has been terminated. In other cases, you will discharge this mortgage only if there is no secured debt outstanding. I agree to pay all costs to record this mortgage.

Property

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## EXHIBIT "A"

### PARCEL 1:

LOT 19 IN DORVILLE HILLS, A SUBDIVISION OF PART OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 17255278; EXCEPT THAT PART OF SAID LOT 19 WHICH LIES EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 19 THAT IS 389.15 FEET SOUTH 86 DEGREES 59 MINUTES 12 SECONDS EAST FROM THE SOUTHWEST CORNER OF SAID LOT 19 AND RUNNING THENCE NORTH 34 DEGREES 45 MINUTES 05 SECONDS, EAST 468.37 FEET TO A POINT ON THE SOUTH LINE OF LOT 20 OF SAID SUBDIVISION (BEING ALSO A NORTHERLY LINE OF SAID LOT 19) WHICH IS 177.26 FEET SOUTH 87 DEGREES 47 MINUTES 28 SECONDS EAST FROM THE SOUTHWEST CORNER OF SAID LOT 20; ALSO EXCEPT THAT PART OF SAID LOT 19 LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE WEST LINE OF SAID LOT 19 THAT IS 472.55 FEET SOUTH 2 DEGREES 29 MINUTES WEST FROM THE NORTHWEST CORNER OF SAID LOT 19 AND RUNNING THENCE NORTH 89 DEGREES 29 MINUTES EAST, 76.0 FEET TO AN ANGLE IN SAID LINE; THENCE NORTH 59 DEGREES 59 MINUTES EAST, 98.0 FEET TO AN ANGLE IN SAID LINE; THENCE NORTH 81 DEGREES 57 MINUTES EAST, 283.73 FEET TO A POINT IN THE NORTHWESTERLY LINE OF LOT 20 IN SAID SUBDIVISION (BEING ALSO AN EASTERLY LINE OF SAID LOT 19), SAID POINT BEING 361.97 FEET SOUTH 36 DEGREES 53 MINUTES WEST OF THE NORTHWEST CORNER OF SAID LOT 20, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENT RECORDED AS DOCUMENT NUMBER 12203029 FOR INGRESS AND EGRESS OVER THE SOUTH 60 FEET OF THAT PART OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3, 77.98 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 02 MINUTES EAST 390.88 FEET TO A POINT WHICH IS NORTH 2 DEGREES 57 MINUTES EAST 104.58 FEET FROM A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, 942.70 FEET NORTH 87 DEGREES 02 MINUTES 30 SECONDS WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 2 DEGREES 57 MINUTES EAST 30.0 FEET; THENCE SOUTH 70 DEGREES 51 MINUTES 20 SECONDS EAST, 136.76 FEET; THENCE SOUTH 56 DEGREES 06 MINUTES EAST 131.45 FEET; THENCE SOUTH 74 DEGREES 46 MINUTES EAST, 115.0 FEET; THENCE NORTH 75 DEGREES 22 MINUTES EAST, 207.62 FEET; THENCE NORTH 52 DEGREES 30 MINUTES EAST, 95.36 FEET; THENCE NORTH 2 DEGREES 29 MINUTES EAST TOWARDS A POINT WHICH IS NORTH 89 DEGREES 03 MINUTES EAST 1046.95 FEET FROM A POINT ON THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 607.70 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 177.7 FEET; THENCE NORTH 87 DEGREES 34 MINUTES WEST, 463.30 FEET; THENCE NORTH 88 DEGREES 40 SECONDS WEST, 564.65 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3, 297.10 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 0 DEGREES 32 MINUTES EAST ALONG THE WEST LINE OF SAID EAST HALF, 209.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, LYING WESTERLY OF A LINE DRAWN NORTH 2 DEGREES 57 MINUTES EAST FROM A POINT IN THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 3, AFORESAID, WHICH IS 942.70 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION AND THE SOUTH 30 FEET OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3, 77.98 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST

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QUARTER; THENCE NORTH 89 DEGREES 02 MINUTES EAST 390.88 FEET TO A POINT WHICH IS NORTH 2 DEGREES 57 SECONDS EAST, 104.58 FEET FROM A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, 942.70 FEET NORTH 87 DEGREES 02 MINUTES 30 SECONDS WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 2 DEGREES 57 MINUTES EAST, 30.0 FEET; THENCE SOUTH 70 DEGREES 51 MINUTES 20 SECONDS EAST, 136.76 FEET; THENCE SOUTH 56 DEGREES 06 MINUTES EAST, 131.45 FEET; THENCE SOUTH 74 DEGREES 46 MINUTES EAST 115.0 FEET; THENCE NORTH 75 DEGREES 22 MINUTES EAST, 207.62 FEET; THENCE NORTH 52 DEGREES 30 MINUTES EAST, 95.36 FEET; THENCE NORTH 2 DEGREES 29 MINUTES EAST TOWARDS A POINT WHICH IS NORTH 89 DEGREES 03 MINUTES EAST, 1046.95 FEET FROM A POINT ON THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER, 607.70 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 177.7 FEET; THENCE NORTH 87 DEGREES 34 MINUTES WEST, 463.30 FEET; THENCE NORTH 88 DEGREES 40 MINUTES WEST, 564.65 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3, 287.10 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 0 DEGREES 32 MINUTES EAST ALONG THE WEST LINE OF SAID EAST HALF, 209.12 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, LYING EASTERLY OF SAID LINE FOR INGRESS AND EGRESS TO BRINKER ROAD AND FOR INSTALLATION AND MAINTENANCE OF TELEPHONE AND ELECTRIC POLES AND LINES, CONDUITS, SEWERS, GAS MAINS, WATER MAINS AND OTHER SIMILAR FACILITIES.

## PARCEL 3:

EASEMENT RECORDED AS DOCUMENT NUMBER 12551677 FOR INGRESS AND EGRESS OVER A STRIP OF LAND 30 FEET IN WIDTH, THE SOUTH LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE SAID SOUTH LINE OF THE NORTHWEST QUARTER, 942.7 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 2 DEGREES 57 MINUTES EAST, 104.58 FEET; THENCE SOUTH 81 DEGREES 30 MINUTES EAST 131.58 FEET TO A POINT OF BEGINNING REFERRED TO AS TERMINAL POINT "A"; THENCE SOUTH 56 DEGREES 06 MINUTES EAST, 131.45 FEET; THENCE SOUTH 74 DEGREES 46 MINUTES EAST 115 FEET; THENCE NORTH 75 DEGREES 22 MINUTES EAST, 207.62 FEET; THENCE NORTH 52 DEGREES 20 MINUTES EAST, 95.36 FEET (SAID RESERVATION OF EASEMENT HEREBY BEING SET FORTH ARE FOR THE PURPOSES OF INGRESS AND EGRESS TO AND FROM THE PROPERTY HEREINABOVE CONVEYED AND SO CALLED BRINKER ROAD AND FOR THE INSTALLATION AND MAINTENANCE OF TELEPHONE AND ELECTRIC POLES AND LINES, CONDUITS, SEWERS, GAS MAINS, WATER MAINS AND OTHER SIMILAR FACILITIES, THE GRANTORS FURTHER RESERVING THE RIGHT OF GRANT OF EASEMENT TO OTHERS OVER SAID PROPERTY FOR THE AFORESAID PURPOSES) IN COOK COUNTY, ILLINOIS

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