

INTERCOUNTY TITLE **UNOFFICIAL COPY**

51427957 PLO  
Prepared by

95315950

RECORDATION REQUESTED BY:

OAK BROOK BANK  
1400 SIXTEENTH STREET  
OAK BROOK, IL 60521

WHEN RECORDED MAIL TO:

OAK BROOK BANK  
1400 SIXTEENTH STREET  
OAK BROOK, IL 60521

SEND TAX NOTICES TO:

OAK BROOK BANK TRUST  
1400 SIXTEENTH STREET  
OAK BROOK, IL 60521

DEPT-01 RECORDING \$39.50  
10003 TRAH 7852 05/15/95 13:10:00  
\$5655 FEE \* -95-315950  
COOK COUNTY RECORDER



FOR RECORDER'S USE ONLY

**MORTGAGE**

THIS MORTGAGE IS DATED APRIL 28, 1995, between OAK BROOK BANK TRUST #2737, NOT PERSONALLY BUT SOLELY AS TRUSTEE U/T/A DATED 12/14/94 AND KNOWN AS TRUST #2737, whose address is 1400 SIXTEENTH STREET, OAK BROOK, IL 60521 (referred to below as "Grantor"); and OAK BROOK BANK, whose address is 1400 SIXTEENTH STREET OAK BROOK, IL 60521 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated December 14, 1994 and known as OAK BROOK BANK TRUST #2737, mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

LOT 3 IN SMITH-PIPENHAFEN RESUBDIVISION OF BLOCK 3 (EXCEPT THE SOUTH 861 FEET THEREOF AND EXCEPT THE WEST 495 FEET THEREOF) IN HERZOG'S FIRST INDUSTRIAL SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10 AND PART OF THE WEST 1/2 OF SECTION 11, ALL IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID SMITH-PIPENHAGEN RESUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON AUGUST 13, 1966, AS DOCUMENT NUMBER 2287639, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 433 DENNISTON COURT, WHEELING IL 60090. The Real Property tax identification number is 03-10-400-017.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Grantor.** The word "Grantor" means OAK BROOK BANK, Trustee under that certain Trust Agreement dated December 14, 1994 and known as OAK BROOK BANK TRUST #2737. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future

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## MORTGAGE

(Continued)

Page 2

improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. **At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$165,000.00.**

**Lender.** The word "Lender" means OAK BROOK BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Note.** The word "Note" means the promissory note or credit agreement dated April 28, 1995, in the original principal amount of \$165,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 6.760% per annum. Payments on the Note are to be made in accordance with the following payment schedule: 60 consecutive monthly principal and interest payments of \$1,554.67 each, beginning June 1, 1995, with interest calculated on the unpaid principal balances at an interest rate of 9.500% per annum; 59 consecutive monthly principal and interest payments in the initial amount of \$1,488.19 each, beginning June 1, 2000, with interest calculated on the unpaid principal balances at an interest rate of 2.000 percentage points over the Index described above, and 1 principal and interest payment in the initial amount of \$119,515.42 on May 1, 2005, with interest calculated on the unpaid principal balances at an interest rate of 2.000 percentage points over the Index described above. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Mortgage. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. **NOTICE:** Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. The maturity date of this Mortgage is May 1, 2005. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

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