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This document was prepared by: Scott
Lakeland Community Bank P. O'Sullivan
935 W. Rollins Road
Round Lake Heights, IL 60073

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DEPT-01 RECORDING \$33.50
140011 TRAN 7054 06/06/95 09142100
15855 : RV * 95-364920
COOK COUNTY RECORDER



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MORTGAGE (With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is May 26, 1995 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

Cole Taylor Bank As Successor Trustee, Under Trust Agreement #3964
dated September 12, 1990-----

LENDER:

Lakeland Community Bank, An Illinois Banking Corporation-----

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:
LOT FIVE (5) IN BLOCK "D" IN HARRIS' PARK VISTA SUBDIVISION, BEING A SUBDIVISION OF THE NORTH QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) (EXCEPT PARTS THEREOF TAKEN FOR HIGHWAYS) OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 1468085.
P.I.N. - 09-13-211-017 THIS IS A SECOND MORTGAGE

The property is located in Cook County at _____
(County)

7307 Foster Morton Grove Illinois 60053
(Address) (City) (State) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

Cole Taylor Bank As Successor Trustee, Under Trust Agreement #3964, Dated September 12, 1990, In The Amount Of \$50,000.00, At a Rate Equal To The Prime Interest Rate As Published In The Wall Street Journal As In Effect From Time To Time, Maturing May 26, 2000.

Reg # 92557306 (250799) 9610526

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Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagee notice at the time of or before an inspection specifying a

Mortgagee, and of any loss or damage to the Property. Lender's prior written consent. Mortgagee will notify Lender of all demands, proceedings, claims and actions against Mortgagee agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagee will keep the Property free of noxious weeds and grasses, impairment, or deterioration of the Property. Mortgagee shall not commit or allow any waste, condition and make all repairs that are reasonably necessary. Mortgagee will keep the Property in good

8. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.

Mortgagee shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as transfer or sale of the Property. This right shall run with the Property and shall remain in effect until the Secured Debt is paid in full to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, 7. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt

against parties who supply labor or materials to maintain or improve the Property. Mortgagee agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagee may have Mortgagee will defend title to the Property against any claims that would impair the lien of this Security Instrument. provide to Lender copies of all notices that such amounts are due and receipts evidencing Mortgagee's payment. ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagee to 6. **CLAIMS AGAINST TITLE.** Mortgagee will pay all taxes, assessments, liens, encumbrances, lease payments,

agreement secured by the lien document without Lender's prior written consent. C. Not to allow any modification or extension of debt to request any future advances under any note or

B. To promptly deliver to Lender any notices that Mortgagee receives from the holder.

A. To make all payments when due and to perform or comply with all covenants.

lien document that created a prior security interest or encumbrance on the Property. Mortgagee agrees:

5. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other with the terms of the Secured Debt and this Security Instrument.

4. PAYMENTS. Mortgagee agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of reversion.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

C. All obligations Mortgagee owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagee and Lender.

B. All future advances from Lender to Mortgagee or other future obligations of Mortgagee to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagee in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagee agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagee, or any one or more Mortgagee and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

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17. INSURANCE: Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

16. CONDEMNATION: Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender 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 shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

15. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES: As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. 9601 et seq., and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

14. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when other foreclosure proceedings are filed that not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or preserving Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Lender agrees to pay any recordation costs of such release.

prohibited by law. Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or preserving Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Lender agrees to pay any recordation costs of such release.

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- 18. ESCROW FOR TAXES AND INSURANCE.** If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.
- 19. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
- 20. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 21. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 22. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 23. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

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(Seal)

(Notary Public)

My commission expires:

by

This instrument was acknowledged before me this _____ day of _____

STATE OF _____ COUNTY OF _____ ss. _____

ACKNOWLEDGMENT:

Trustee's Execution (Not a Notary Public) (Full Name)

(Signature) Asst. Vice President (Date) 5/31/95

Attest: _____ (Signature) _____ (Date) 5/31/95

COLE TAYLOR BANK, as Successor Trustee to Glenview State Bank, as Trustee under Trust 3964 and not individually.

If checked, refer to the attached Addendum incorporated herein, for additional Mortgages, their signatures and acknowledgments.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

- Additional Terms:**
- Condominium Rider
- Planned Unit Development Rider
- Other _____
- Riders:** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. (Check all applicable boxes)
- of Article 9 of the Uniform Commercial Code.
- financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of future and that are or will become fixtures related to the Property. This Security Instrument suffices as a **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in improvement on the Property.
- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an may be reduced to a zero balance; this Security Instrument will remain in effect until released.
- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt

25. OTHER TERMS.

If checked, the following are applicable to this Security Instrument of the covenants contained in this Security Instrument.

one time shall not exceed \$50,000.00. This limitation of amount does not include interest, attorney fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

24. MAXIMUM OBLIGATION LIMIT.

The total principal amount secured by this Security Instrument at any

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ATTACHED LAND TRUST MORTGAGE EXONERATION RIDER

This MORTGAGE is executed by The Land Trustee, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon vested in it as such Trustee (and said Land Trustee, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said Land Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee and its successors and said Land Trustee personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

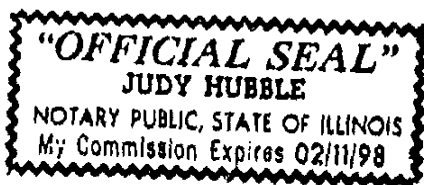
STATE OF ILLINOIS)
)
 COUNTY OF COOK)

SS

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that Mario V. Gotanco, Assistant Vice President of Cole Taylor Bank and Linda L. Horcher, ~~Assistant Secretary/Trust Officer~~ of said Company, personally known to me to the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and ~~Assistant Secretary/Trust Officer~~ respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said ~~Assistant Secretary/Trust Officer~~ did also then and there acknowledge that he, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31st day of May, 19 95.

*Sr. Land Trust Administrator



Judy Hubble

 Notary Public

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