

# UNOFFICIAL COPY

## Mortgage

(or counterfoil)

OLD KENT BANK

1995

1995

THIS MORTGAGE is made on the 1ST day of MAY, 1995 between

OLD KENT BANK NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 9, 1995  
AND KNOWN AS TRUST NUMBER 7099

as Mortgagor, and **OLD KENT BANK**, an Illinois banking corporation of 105 South York Street, Elmhurst, Illinois, as mortgagee ("Bank")  
FOR VALUE RECEIVED, Mortgagor mortgaging and warranting to Bank funds located in the **VILLAGE**  
**GLENCOE**, County of **COOK**, State of Illinois, described as follows:

LOT 3 IN WOODLAND, A SUBDIVISION IN THE SOUTH WEST QUARTER OF SECTION 8, TOWNSHIP 42  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF GLENCOE, A  
PLAT OF WHICH WAS RECORDED NOVEMBER 11, 1907 AS DOCUMENT 4124406, IN COOK COUNTY, ILLINOIS

P.L.N. # 25-28-B-A-157

COMMON ADDRESS: 196 OLD GREENBAY ROAD, HUBBARD WOODS, IL 60093

25-28-B-A-157  
196 OLD GREENBAY ROAD  
HUBBARD WOODS, IL 60093  
\$26,000  
\$26,000

together with all buildings, structures and other improvements now and hereafter located thereon and all easements, hereditaments, and appurtenances now or hereafter belonging thereto and the rents, income, and profits therefrom and all fixtures now or hereafter attached to or used in connection therewith and all machinery, engines, boilers, elevators and plumbing, heating, air conditioning, and ventilating equipment now or hereafter located thereon which shall be deemed to be fixtures and a part of the realty, all of the foregoing being collectively referred to herein as the "premises".

THIS MORTGAGE IS MADE AND GIVEN TO SECURE PAYMENT AND PERFORMANCE OF ALL INDEBTEDNESS AND OBLIGATIONS NOW AND HEREAFTER OWING BY MORTGAGEE TO BANK, including all obligations of Mortgagor under this Mortgage and all indebtedness and obligations now and hereafter owing to Bank that are evidenced by any instruments, documents and agreements that have been executed by another person or persons, including any and all extensions, renewals and modifications thereof. The indebtedness and obligations secured by this Mortgage are collectively referred to in this Mortgage as the "indebtedness". If Mortgagor is more than one person, the indebtedness includes all indebtedness and obligations now and hereafter owing to Bank by any one or more of such persons, regardless of whether the remaining person or persons are not liable for such indebtedness and obligations or whether one or more persons other than Mortgagor are also liable for such indebtedness and obligations. The indebtedness and obligations now owing by Mortgagor to Bank include, BUT ARE NOT NECESSARILY LIMITED TO, the indebtedness and obligations evidenced by any instruments, documents and agreements listed below.

Instrument/ Document or Agreement	Date	Principal Amount	Interest Rate	Payment Schedule	Secured Maturity	Maker (or other etc.)
PROMISSORY NOTE REVOLVING LINE OF CREDIT	05/31/95	\$650,000.00	INDEX RATE + 1% (FLOATING)	INT. ONLY DUE MONTHLY COMMENCING JUNE 1, 1995	05/01/96	HACK BUILDERS, INC.

This Mortgage secures all present and future indebtedness and obligations owing to Bank by Mortgagor, regardless of whether any such indebtedness or obligation is (a) not listed above, (b) not presently intended or contemplated by Bank or Mortgagor, (c) indirect, contingent or secondary, (d) unrelated to the premises or to any financing of the premises by Bank, (e) of a kind or class that is different from any indebtedness or obligation now owing to Bank by Mortgagor, or (f) evidenced by a note or other document that does not refer to this Mortgage.

Mortgagor further warrants, represents, and agrees as follows:

1. **Payment of Indebtedness.** Mortgagor agrees to pay or perform all of the Indebtedness, including all interest thereon, in accordance with the terms of the instruments, documents, or agreements evidencing the same ("Instruments").

2. **Warranties.** Mortgagor warrants and represents to Bank that all financial statements and other information concerning Mortgagor, the premises, and any guarantor of the Indebtedness, heretofore or hereafter furnished to Bank are and shall be true and correct in all material respects; that the execution, delivery, and performance of this Mortgage by Mortgagor will not violate any law, rule, judgment, order, agreement or instrument binding upon Mortgagor; that the Indebtedness does not require the approval of any public authority or any third party; and that this Mortgage constitutes the valid and binding obligation of Mortgagor, enforceable in accordance with its terms. If Mortgagor is a corporation, partnership, association, trust, or other entity, Mortgagor further represents and warrants to Bank that Mortgagor is duly organized and validly exists, has standing in the State of Illinois or other state of incorporation, Registration, formation or location, in that Mortgagor has full power and authority to carry on its business as presently conducted and to enter into and to perform its obligations as set forth in this Mortgage; that the execution, delivery, and performance of this Mortgage by Mortgagor have been duly authorized by all necessary action of the board of directors, trustees or other governing body and will not violate Mortgagor's articles of incorporation, certificate of incorporation, bylaws, partnership agreement, articles of association, trust agreement, or other governing instrument; nor require the approval of its shareholders or members.

3. **Assignment of Interest as Lessee or Purchaser.** Mortgagor hereby assigns and mortgagors to Bank, as additional security for the Indebtedness, all of Mortgagor's right, title, and interest in and to any and all leases, land contracts, or other agreements by which Mortgagor

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1. **Means of Production and Accumulation**: This is the economic part of the *Understandings*, which consists of the means of production and the way they are used.

the poor populations of this Xanthorrhoea, on which the first, second, and third species depend.

to do business with us, we have to prove our commitment to the principles of sustainable development and corporate social responsibility. This is why we have developed a code of conduct for our suppliers.

and the premises, and adaptations thereto, are and shall continue to be in ownership and control of the lessor.

<sup>11</sup> *See* *International Watercourses and International Rivers* (1999) 11(1) *Journal of Water Law* 1.

These statements are not intended to be legal advice. You should consult with an attorney if you have any questions about your rights or obligations under the law.

the first time in history that the United States has been compelled to adopt the policy of neutrality.

1995-1996, the first year of the new system, was a success. The new system has been well received by the public and has helped to improve the quality of life for many people.

and upon whom the sum provided in this section to carry forward shall be paid.

the persons who had the purpose of preventing the master which had agreed in possession of a vessel subject to the order of the court, may be condemned to pay the expenses of the suit, and to give up the sum of one thousand francs to the master.

the processes of the nervous system which are involved in the production of sensations and the perception of objects. The nervous system consists of two main parts, the central nervous system, consisting of the brain and spinal cord, and the peripheral nervous system, consisting of the nerves which carry messages between the central nervous system and the body.

specify their bank's short-term cash flow needs and thus help the bank to better manage its liquidity risk.

**S. Hanks' Right to Perform His Duties** — And so he proceeded. He had no right to do what he did, but he did it anyway.

**Simplifying and Keeping It Simple** After reading all the information the students had gathered, it was time to simplify what they had learned. The teacher had the students draw a diagram of the water cycle. The students had to label the sun, clouds, rain, and ground. The teacher had the students draw arrows to show how the water moves from the sun to the clouds, from the clouds to the rain, and from the rain to the ground.

Из-за того что в Азии не было языка, который бы мог бы заменить китайский, в Китае появился новый язык — маньчжурский. Азия оказалась разделена на две части: северную и южную.

the first time in history that the majority of the population of the United States has been born outside of the country. This is a significant shift from previous generations, where most Americans were born in the United States. The increasing number of immigrants has led to a diverse and dynamic society, but it has also raised concerns about national identity and the future of the country.

to summarize. My argument will focus on building upon the insights of the interdisciplinary research on the effects of the presence of the perceived threat of terrorism.

systems can be used to predict the probability of a particular disease occurring in a specific individual based on their genetic profile.

**Bank** has agreed to make available to the Bank sufficient funds, and will endeavor to make available to the Bank such other funds as may be required by the Bank to meet its obligations under the promissory note and the other documents referred to in the first sentence of this paragraph.

During the period of the British Raj, some parts of the Indian economy were controlled by the colonial government, while others were left to the private sector.

Some should be omitted, and some added under the terms described. Storytellers will find a guide to the preparation of specimens and experiments, and a number of useful hints, in the following pages.

the first time in history that the majority of the world's population now live in urban areas. This has led to significant challenges in terms of infrastructure, housing, and social services.

1. **Assessment of cases and caregivers.** Assessment of the extent permitted by law of the patient's abilities and disabilities to make informed decisions and provide informed consent.

This is the second part of the two-part series, "How to Improve Your Credit Score." The first part, "How to Improve Your Credit Score," was published on March 10, 2014. This second part, "How to Improve Your Credit Score Part II," will focus on how to improve your credit score by addressing the following areas:

Based on our analysis, we can say such misalignment of standards may occur due to different definition of terms used in the standards and to excessive

and a more sustainable future. By addressing these challenges, we can work towards a more sustainable and equitable society.

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(c) If Mortgagor's interest in the premises or in Bank shall be levied on, or transferred, or any interest therein or any rents or profits, or portion thereof, or any interest therein, or any portion thereof, or any right of attachment, or any writ of attachment, or judgment, execution, or other legal process, shall be issued, levied, or placed against the premises or against any writ of attachment, or judgment, execution, or other legal process, or if any part of the premises, or any interest therein, shall be transferred by operation of law, or if the mortgagor is a land trust, the beneficial interest, or any portion thereof, in the land trust, is assigned for any purpose, or if any lien or encumbrance, or any writ of attachment, or judgment, execution, or other legal process, shall be issued or placed against, and beneficial interest, or any portion thereof.

(d) If all or any material part of the premises shall be damaged or destroyed by fire or other casualty, regardless of insurance coverage thereon, or shall be taken by condemnation or power of eminent domain.

(e) If any law or government regulation shall hereafter impose any tax or assessment upon mortgages or debts secured by mortgages.

(f) If any guarantor that now or hereafter secures payment or performance of all or any part of the indebtedness shall be terminated or limited for any reason, without the written consent or agreement of Bank.

(g) If at any time Bank in good faith believes that the prospect of payment or performance of any part or all of the indebtedness is impaired.

(h) If any lease, land contract, or other agreement by which Mortgagor is leasing or purchasing any interest in the premises, shall be declared by the lessor or seller thereunder to be forfeited or terminated or if any suit or other action shall be commenced to foreclose any such lease, land contract, or to recover possession of all or any part of the premises by reason of any default or alleged default under any such lease, land contract, or agreement.

If a voluntary or involuntary case in bankruptcy or receivership shall be commenced by or against Mortgagor or any of Mortgagor's partners, if Mortgagor is a partnership or a co-tenant, then the entire Indebtedness shall automatically become immediately due and payable without notice or demand. All or any part of the indebtedness also may become, or may be declared to be, immediately due and payable under the terms and conditions contained in any Security Document, Instrument or other agreement heretofore or hereafter entered into between a Bank and Mortgagor.

**13. Remedies.** Bank shall have all rights and remedies provided for in this Mortgage or otherwise permitted by law. In addition, if the indebtedness shall not be paid upon maturity, Bank shall have the right, and is hereby authorized:

(a) To the extent permitted by law, to collect and receive all rents, profits, and other amounts that are due or shall hereafter become due under the terms of any leases, land contracts, or other agreements, now or hereafter in effect, by which the premises or any interest therein are then being sold or leased, and to exercise any other right or remedy of Mortgagor under any such lease, land contract, or other agreement, provided that Bank shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment received or to present or file any claim or take any other action to collect or enforce the payment of any amounts to which Bank may become entitled hereunder, nor shall Bank be liable for any of Mortgagor's obligations under any such lease, land contract, or other agreement.

(b) To obtain or update abstracts of title, title searches, title insurance, commitments for title insurance, and surveys with respect to the premises, and Mortgagor shall reimburse Bank for all costs thereof, together with interest at the Default Rate.

(c) To conduct or obtain an environmental investigation or audit of the premises, and Mortgagor shall reimburse Bank for all costs thereof, together with interest at the Default Rate.

(d) To foreclose the Mortgage by action pursuant to applicable Law.

(e) To sell, release, and convey the premises, at public sale, and to execute and deliver to the purchasers, at such sale, good and sufficient deeds of conveyance, rendering and surplus funds, after payment of the Indebtedness in full and the expenses of such sale, including attorney fees as provided by law, to Mortgagor, all in accordance with Illinois Mortgage Foreclosure Law, Chapter 140, Illinois Revised Statutes, Section 14-1401, et. seq., as the same may be amended from time to time, and any similar statutory provisions which may hereafter be enacted in addition thereto or in substitution therefor. In the event of public sale, the premises, at the option of Bank, may be sold in one parcel.

(f) To exercise any and all rights and options of Mortgagor under any lease, land contract, or other agreement by which Mortgagor is then leasing or purchasing any part or all of the premises, including any option to purchase the premises or to renew or extend the term of any such lease, land contract, or other agreement, but Bank shall have no obligation to exercise any such right or option.

All rights and remedies of Bank under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time, and no delay by Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude Bank from further exercise thereof or the exercise of any other right or remedy, except to the extent otherwise provided by law. In this Mortgage, "security" means such time as the Indebtedness shall be or shall become due and payable, whether by the terms of the instruments or pursuant to paragraph 12 hereto or otherwise.

**14. Security Interest in Fixtures.** Mortgagor grants to Bank a security interest in all fixtures now or hereafter located on the premises. If the Indebtedness is not paid at maturity, Bank, at its option, may enforce this security interest in fixtures under the Illinois Uniform Commercial Code or other applicable law, or may include the fixtures in any foreclosure of this Mortgage under paragraph 13 hereof. Any requirement of reasonable notice with respect to any sale or other disposition of fixtures shall be met if Bank sends the notice at least five (5) days prior to the date of sale or other disposition.

**15. Indemnification.** Mortgagor shall indemnify and hold the Bank harmless with respect to any and all claims, demands, causes of action, liabilities, damages, losses, judgments, and expenses (including attorney fees) that shall be asserted against or incurred by Bank by reason of (a) any representation or warranty by Mortgagor in this Mortgage being inaccurate in any respect, (b) any failure of Mortgagor to perform any of Mortgagor's obligations under the Mortgage, or (c) any past, present, or future condition or use of the premises (whether known or unknown, other than an excluded condition or use, including, but not limited to, liabilities arising under any "environmental law," as defined in paragraph 11 of this Mortgage). An "excluded condition or use" is one that (i) does not exist or occur, to any extent, at any time before Mortgagor has permanently given up possession and control of the premises, by reason of a foreclosure of this Mortgage or a conveyance of the premises to Bank in lieu of foreclosure and (ii) was not caused or permitted to exist, in whole or part, by any act or omission of Mortgagor. Indemnification by Mortgagor under this paragraph shall not limit any other right or remedy (including Bank's right to accelerate payment of the Indebtedness) that is available to Bank by reason of the circumstances in respect of which indemnity is made. Mortgagor's obligations under this paragraph shall survive foreclosure of this Mortgage and any conveyance of the premises in lieu of foreclosure.

## 16. Waivers.

(a) Mortgagor and any other person heretofore obtaining any mortgage or lien upon, or any other interest in, the premises waives, with respect to any foreclosure of this Mortgage, (i) any right to marshal of the premises and any right to require a minimum bid or "upset" price, and (ii) the benefit of any stay, extension, exemption or moratorium law, now existing or hereafter enacted.

(b) Bank may, at any time, release all or any part of the premises from the lien of this Mortgage or release the personal liability of any person for the Indebtedness, with or without consideration and without giving notice to, or obtaining the consent of, the holder of any mortgage or lien upon, or other interest in, the premises. Any such release shall not impair or affect the validity or priority of this Mortgage, regardless of the effect of such release upon any such mortgage, lien or other interest or the holder thereof. Nothing in this subparagraph constitutes consent by Bank to the placing of a mortgage, lien or other encumbrance on the premises.

(c) Mortgagor waives notice of any advances or other extensions of credit included in the Indebtedness, (i) waives any right to require Bank to sue upon or otherwise enforce payment of the Indebtedness, or to enforce any security thereon before exercising its rights and remedies under this Mortgage, and (ii) agrees that the validity and enforceability of this Mortgage shall not be impaired or affected by any failure of Bank to obtain or perfect, or secure priority of, any other security at any time given, or agreed to be given, by any person for the Indebtedness.

(d) Bank is authorized from time to time and without notice to or consent of Mortgagor and with or without consideration, to give and make such extensions, renewals, modifications, waivers, settlements, and compromises, on such terms and conditions as Bank may see fit, with regard to any of the Indebtedness as to which Mortgagor is not the obligor or with regard to any security for the Indebtedness that is not owned by Mortgagor. Any such action shall not impair or affect the validity or enforceability of this Mortgage.

(e) Mortgagor hereby irrevocably releases, waives any and all applicable homestead right or exemption.

**17. Expenses.** Mortgagor shall pay to Bank, on demand and all expenses, including attorneys' fees, paralegal fees, and legal expenses, filing fees, title insurance, real estate taxes, photocopies, recording fees, publication costs, witness fees and the like, paid or incurred by Bank in collecting or attempting to collect the Indebtedness or in protecting and enforcing the rights of and obligations to Bank under any provision of this Mortgage, including, without limitation, taking any action in any bankruptcy, insolvency, or reorganization proceedings concerning Mortgagor or foreclosing this Mortgage by advertisement or by action. All such expenses shall be part of the Indebtedness, and shall bear interest from the date paid or incurred by Bank, at the Default Rate.

**18. Application of Proceeds.** In the event of the payment to Bank, pursuant to the provisions hereof, of any rents or profits or any proceeds of insurance or proceeds of any condemnation or eminent domain award or proceeds from any sale of the premises at foreclosure, Bank shall have the right to apply such rents or profits or proceeds, in such amounts and proportions as Bank shall in its sole discretion determine, to the full or partial satisfaction of any or all of the indebtedness and obligations of Mortgagor secured hereby, including any contingent or secondary obligations, whether or not the same shall then be due and payable by the primary obligor. Mortgagor shall be obligated to the Bank for any deficiency if the rents, profits, proceeds of insurance, condemnation or sale are insufficient to satisfy the indebtedness in full.

**19. Other.** All notices to Mortgagor and to Bank shall be deemed to be duly given if and when mailed, with postage prepaid, to the respective addresses of Mortgagor and Bank appearing on the front page hereof, or if and when delivered personally. The provisions of this Mortgage shall be binding upon and shall be the benefit of Mortgagor and Bank and their respective successors, assigns, heirs and personal representatives. Any provision of this Mortgage prohibited or unenforceable by any applicable law shall be ineffective only the extent and for the duration of such prohibition or unenforceability without invalidating the remaining provisions hereof. If Mortgagor is more than one person, their obligations under this Mortgage are joint and several, and the term "Mortgagor" refers to each of them and all of them.

In witness whereof, my hand and Back have signed the instrument and the date thereon, this day of

Witnesses:

Individual Mortgagor

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BUT INDIVIDUAL MORTGAGOR OLD KENT BANK PERSONALLY  
MAY 10, 1995 AND KNOWN AS TRUST NUMBER 7000  
BY *Jean M. Wehrly* JEAN M. WEHRLY  
TO *John J. Fink* JOHN J. FINK  
And by *John J. Fink* JOHN J. FINK  
Dated May 10, 1995  
IN WITNESS WHEREOF, the above named parties have hereunto set their hands and seals this day of May, 1995.

**EXCULPATORY LANGUAGE ATTACHED HERETO AND MADE A PART HEREOP.**

STATE OF ILLINOIS  
COUNTY OF

The foregoing Mortgage was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
By \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Illinois

My commission expires \_\_\_\_\_

STATE OF ILLINOIS  
COUNTY OF

The foregoing Mortgage was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
By \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Illinois  
My commission expires \_\_\_\_\_

This instrument prepared by **KATHY A. del SOL**  
**OLD KENT BANK**  
105 South York Street, Elmhurst, Illinois 60126

Notary Public, \_\_\_\_\_ County, Illinois  
My commission expires \_\_\_\_\_

MORTGAGE  
LOAN NO. \_\_\_\_\_  
Return to:  
\_\_\_\_\_

OLD KENT BANK  
105 SOUTH YORK ST.  
Elmhurst, Illinois 60126

Attn: KATHY A. del SOL

95377959

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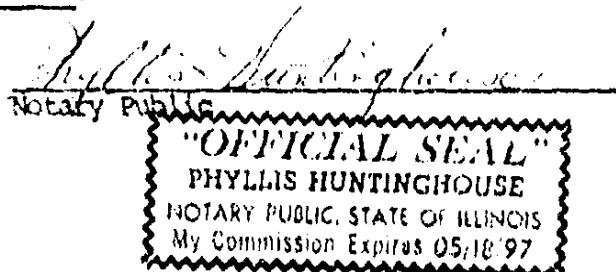
THIS TRUST MORTGAGE is executed by the Old Kent Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Old Kent Bank, hereby warrants that it possesses full power and authority to execute this instrument), 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 First Party or on said Old Kent Bank, 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, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Old Kent Bank, 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.

IN WITNESS WHEREOF, Old Kent Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

STATE OF ILLINOIS )  
                      ) S.S.  
COUNTY OF DUPAGE )

I, Phyllis Huntinghouse, a Notary Public, in and for said County, in the State aforesaid DO HEREBY CERTIFY, that JEAN M. WEIRLY, VICE PRESIDENT, Assistant Vice President of the OLD KENT BANK and ASSISTANT SECRETARY, Assistant Secretary of said Association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, 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 Association, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he as custodian of the corporate seal of said Association did affix the corporate seal of said Association to said instrument as his own free and voluntary act of said Association, as Trustee as aforesaid, for the uses and purposes set forth.

GIVEN under my hand and notarial seal, this 31st day of  
May A.D. 19 95.



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Property of Cook County Clerk's Office

Cook County  
Clerk's Office