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PREPARED BY:

R. Bruce Patterson
511 W. Capitol Avenue, Suite 102
Springfield, Illinois 62704-1968

96966003

DEPT-01 RECORDING \$29.00
740012 TRAN 3457 12/23/96 10:49:00
2185 CG #96-966003
COOK COUNTY RECORDER

WHEN RECORDED MAIL TO:

R. Bruce Patterson
511 W. Capitol Avenue, Suite 102
Springfield, Illinois 62704-1968

1409 - 7640755 Z

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

MORTGAGE (Participation)

This mortgage made and entered into this 9th day of DECEMBER, 1996 by and between Harris Bank, Palatine as Trustee of Trust #6738, (hereinafter referred to as "Mortgagor"), and Illinois Small Business Growth Corporation (hereinafter referred to as "Mortgagee"); who maintains an office and place of business at 511 West Capitol Avenue, Suite 102, Springfield, Illinois 62704-1968.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Cook, State of Illinois, free from all rights and benefits under and by virtue of the homestead exemption laws. Mortgagee hereby releases and waives all rights under and by virtue of the homestead exemption law of this state.

Parcel 1:

UNIT NUMBER 18, IN WOODFIELD LAKE OFFICE COURT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'B' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25442271, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Parcel 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBERS 35600 AND 36713, AND LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 101043, DATED MARCH 23, 1981 AND RECORDED MARCH 24, 1981 AS DOCUMENT 25815749, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS 921 PLUM GROVE ROAD, SCHAUMBURG, ILLINOIS;
PIN: 07-14-200-051-1024.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

BOX 333-CTI

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This instrument is given to secure the payment of a promissory note dated December 7, 1976 in the principal sum of \$ 148,000.00 signed by William Terrence Weiland, in behalf of PRESENCE MARKETING, INC. AND DYNAMIC PRESENCE, INC.

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

The mortgagor covenants and agrees as follows:

- a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.
- b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.
- c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorney's fees reasonably incurred in any other way shall be paid by the mortgagor.
- d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, it successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
- e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.
- f. He will continuously maintain hazard insurance, of each type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.
- g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the building on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.
- h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee and further, that he will keep and maintain the same free from the claims of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.
- i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.
- j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.
- k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

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This instrument of security for the indebtedness secured hereby, with the mortgagor covenants and agrees that if he shall fail to pay said indebtedness... Upon any such default, the mortgagor... This instrument shall operate as an assignment of any and all... at the option of the mortgagee, either by auction or by solicitation of sale, first giving notice of said four weeks in a newspaper... Said sale shall be held at or in the county in which the property is located. The mortgagee is hereby granted the power of sale herein granted... and agrees that the recitals so made shall be true and correct and hereby covenants and agrees that all other exemptions of the mortgagor, all of which are heretofore... hereunder appropriate action pursuant to state or Federal statute either in whole or in part... hereunder provided, the mortgagor or any persons in possession of said property at such sale or be subject to the power and agency hereby granted... and are granted as cumulative to the remedies for collection of said indebtedness secured hereby; and thirdly, to pay any surplus or excess of said property in accordance with the preceding paragraphs shall be... a judicial foreclosure sale or pursuant to the power of sale hereinabove provided by this instrument and evidenced by said promissory note, the deficiency without regard to appraisalment... any Federal, state or local tax assessment, income tax or other tax due and payable by the mortgagor... mortgagee is hereby authorized at his option to pay the same. Any sums so paid... principal amount of the indebtedness evidenced by said promissory note, and shall be... charge the indebtedness evidenced by said promissory note, and shall be... and expenses of making, enforcing, and executing this mortgage, then and the benefits and advantages shall inure to the respective successors and assigns of the mortgagee... all include the plural, the plural the singular, and the use of any gender shall be construed to include the other gender... obligation secured hereby shall at any time thereafter be held to be a warranty of the mortgagor.

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9. A judicial decree, order, or judgement holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 921 N. Plum Grove Road, Schaumburg, Illinois 60173 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at its place of business stated above.

a. Mortgagor on behalf of himself/herself and each and every person claiming by, through or under mortgagor, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to mortgagee's right to any remedy, legal or equitable, which mortgagee may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this mortgage, and without prejudice to mortgagee's rights to a deficiency judgment or any other appropriate relief on the event of foreclosure of this mortgage.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

HARRIS BANK PALATINE, N.A. not personally,
but solely as Trustee under

Trust No. _____
BY: Popolep M. Johns, Trust Vice President & COO
ATTEST: Donna M. Korlas, Land Trust Officer

SEE EXCULPATORY RIDER ATTACHED
HERETO AND MADE A PART HEREOF

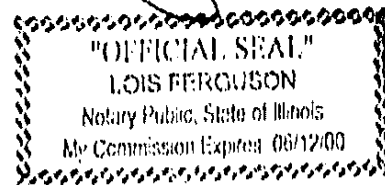
Executed and delivered in the presence of the following witnesses:

STATE OF ILLINOIS)
COUNTY OF Cook) SS:

I, Lois Ferguson, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Popolep M. Johns, Trust Vice President & COO Trust Officer of Harris Bank Palatine, N.A., a national banking association, and Donna M. Korlas, Land Trust Officer of said national banking association, personally known to me to be the same persons, whose names are subscribed to the foregoing instrument as such _____ Trust Officer and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary acts and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth and the said P.M.J. did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of Dec., 1996

Lois Ferguson
NOTARY PUBLIC



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EXCULPATORY RIDER

This instrument is executed by the Harris Bank Palatine, N.A. as Trustee under the provisions of a Trust Agreement dated 10-28-96, and known as Trust no. 4738, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Bank Palatine, N.A. warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, nothing herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Bank Palatine, N.A. in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Bank Palatine, N.A. on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existant Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

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