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RECORDATION REQUESTED BY:

First National Bank of Morton Grove
6201 West Dempster Street
Morton Grove, IL 60053

WHEN RECORDED MAIL TO:

First National Bank of Morton
Grove
MAIL TO:
6201 West Dempster Street
Morton Grove, IL 60053

SEND TAX NOTICES TO:

Glenn W. Bartz and Mary Bartz
7821 North Central Avenue
Morton Grove, IL 60053

DEPT-01 RECORDING \$37.50
T#0014 TRAN 2126 02/22/96 09:55:00
\$5052 FRC #96-135879
COOK COUNTY RECORDER

37-50
FOR RECORDER'S USE ONLY

This Mortgage prepared by: Sam Vargheese 6201 W. Dempster Street Morton Grove, IL 60053

MORTGAGE

THIS MORTGAGE IS DATED JANUARY 31, 1996, between Glenn W. Bartz and Mary Bartz, Husband and Wife, whose address is 7821 North Central Avenue, Morton Grove, IL 60053 (referred to below as "Grantor"); and First National Bank of Morton Grove, whose address is 6201 West Dempster Street, Morton Grove, IL 60053 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, 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 30 and 31 in Block 5 in Oliver Salinger and Company's Oakton Street Subdivision, being a Subdivision of the NW 1/4 of the NW 1/4 of Section 28, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 7821 North Central Avenue, Morton Grove, IL 60053. The Real Property tax identification number is 10-28-106-048.

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.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word "Grantor" means Glenn W. Bartz and Mary Bartz. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors,

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PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS, THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PARTNER AND MORTGAGOR. 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 PAY THEM ALL OF GRANTOR'S OBLIGATIONS UNDER THIS MORTGAGE.

POSSESSION AND USE. UNTIL IN DEFAULT, GRANTOR MAY REMAIN IN POSSESSION AND CONTROL OF, AND OPERATE AND MAINTAIN THE PROPERTY AND COLLECT THE RENTS FROM THE PROPERTY.

DUTY TO MAINTAIN. GRANTOR SHALL MAINTAIN THE PROPERTY IN TENABLE CONDITION AND PROMPTLY PERFORM ALL OBLIGATIONS, AND MAINTENANCE NECESSARY TO PRESERVE ITS VALUE.

COMPREHENSIVE ENVIRONMENTAL RESPONSE. COMPREHENSIVE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, 42 U.S.C. SECTION 1060 ("SARA"), THE SUPPLEMENTARY TRAVERSATION ACT, 49 U.S.C. SECTION 6001, ET SEQ., OR OTHER APPLICABLE STATE OR FEDERAL LAW, 88-180 ("CERCLA"), THE HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 U.S.C. SECTION 1801, ET SEQ., THE REHABILITATION ACT, 49 U.S.C. SECTION 6001, ET SEQ., AND "HAZARDOUS SUBSTANCES" AS SET FORTH IN THE HAZARDOUS SUBSTANCES RELEASEE. THE TERMS "HAZARDOUS SUBSTANCES", "RELEASEE", "HAZARDOUS WASTE", "DISPOSEL", "RELEASE", AND "HAZARDOUS SUBSTANCES" AS USED IN THIS MORTGAGE, SHALL HAVE THE SAME MEANINGS AS SET FORTH IN THE HAZARDOUS SUBSTANCES RELEASEE. THE TERM "HAZARDOUS WASTE", "HAZARDOUS SUBSTANCES", "DISPOSEL", "RELEASE", AND "HAZARDOUS SUBSTANCES" AS USED IN THIS MORTGAGE, SHALL HAVE THE SAME MEANINGS AS SET FORTH IN THE HAZARDOUS SUBSTANCES RELEASEE.

CONSERVATION AND RECOVERY ACT, 49 U.S.C. SECTION 6001, ET SEQ., OR THE SUPERVISORY TRAVERSATION ACT, 49 U.S.C. SECTION 1801, ET SEQ., THE REHABILITATION ACT, 49 U.S.C. SECTION 6001, ET SEQ., THE REHABILITATION ACT OF 1980, AS AMENDED, 42 U.S.C. SECTION 1060 ("SARA"), THE SUPPLEMENTARY TRAVERSATION ACT, 49 U.S.C. SECTION 6001, ET SEQ., OR OTHER APPLICABLE STATE OR FEDERAL LAW, 88-180 ("CERCLA"), THE HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 U.S.C. SECTION 1801, ET SEQ., THE REHABILITATION ACT, 49 U.S.C. SECTION 6001, ET SEQ., AND "HAZARDOUS SUBSTANCES" AS SET FORTH IN THE HAZARDOUS SUBSTANCES RELEASEE. THE TERMS "HAZARDOUS SUBSTANCES", "RELEASEE", "HAZARDOUS WASTE", "DISPOSEL", "RELEASE", AND "HAZARDOUS SUBSTANCES" AS USED IN THIS MORTGAGE, SHALL HAVE THE SAME MEANINGS AS SET FORTH IN THE HAZARDOUS SUBSTANCES RELEASEE.

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 this Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$12,000.00.

Lender, The word "Lender" means First National Bank of Motion Grove, his successors and assigns. The term "mortgage" means the mortgage under this Mortgage.

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

Notes. The word "Note" means the promissory note or credit agreement dated January 31, 1986, in the original principal amount of \$12,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinements of, consolidations of, and substitutions for the promissory note or agreement, or interest rates on the Note is 8.500%.

Personal Property. The word "Personal Property" means now or hereafter owned by Grantor, and other articles of property, together with all accessories, parts, and addenda (including without limitation all substitutions for, any renewals of, or other articles of personalty) from any sale or other disposition of the Real Property.

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

Grant of Mortgage. Section.

Real Estate. The words "Real Estate" mean the property, interests and rights described above in the related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, deeds of trust, and all other instruments, servitudes, agreements, guarantees, security agreements, mortgages, leases, royalties, profits, and other benefits derived from the Property.

Exhibit. The word "Exhibit" means all present and future rights, revenues, income, leases, royalties, profits, and other benefits derived from the Property.

duarées, and according to whom parts in construction, with the exception of
improvements. The word "improvements" means all improvements, additions,
improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, alterations,
repaints and other construction on the Real Property.

(Continued)

by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security

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memberships, or garage endorsements on a replacement policy for the full insurance value covered by the Real Property in an amount sufficient to avoid application of any deductible clause in favor of Lender. Policies shall be written by such insurance companies with a standard deductible of the Real Property in a sum equal to the amount of the loss as may be necessary to cover the cost of repairing damage to the Real Property. Policies shall be cancellable to Lender. Greater shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be diminished without a minimum of ten (10) days prior written notice to Lender and not contingent on cancellation of the insurance for failure to give such notice. Each insurance policy shall include an endorsement providing that coverage of any liability arising out of the ownership or use of the property by any other person shall not be impaired in any way by any act, omission or default of Lender, except to the extent of the liability of Lender under this Agreement.

Endorsements of Payment, Grantor shall upon demand furnish to Lender satisfactory evidence of payment of taxes or assessments and shall authorize the appropriate authority to deliver to Lender all any unclaimed property held by such authority.

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Mortgage Taxes, or upon payments by this Mortgagor, (a) a specific tax upon the Mortgage; (b) a specific tax upon this type of taxes chargeable against the Indebtedness or on payment of principal and interest made by the holder of the Note; and (c) any tax which this Mortgagor applies to the Indebtedness for an Event of Default as provided below unless Grantor either (A) pays the tax before it becomes delinquent, or (B) contests the tax as provided above in the Tax and Lien section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a Security Agreement are a part of this Mortgage. The instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender may have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time, other action is requested by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real or equity records. Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in connection with the preparation, filing, recording and enforcement of this instrument and all other expenses connected therewith.

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Excluding Indebtedness. A default shall occur under any Existing Indebtedness or under any Indebtedness on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any property securing the Property.

or a sumy bond or the claim satisfactorily to Lender.

processes being carried out by the Agent, the Agent shall not be liable for any damage or loss suffered by the Proprietor as a result of the Agent's acts or omissions in carrying out such processes.

COMMENCEMENT OF ANY BANKRUPTCY OR INSOLVENCY LAW BY A GOVERNMENT PART OF A STATE, OR PART OF A PROVINCE, OR PART OF A TERRITORY, OR PART OF A COLONY, OR PART OF A TERRITORY OF CANADA, OR BY ANY GOVERNMENT, WHETHER BY JUDICIAL PROCEEDINGS, FORFEITURE, ETC. COMMENCEMENT OF FORFEITURE OR PROCEEDINGS WHETHER BY JUDICIAL

grammatical structures under this heading, either now or at the time made or published.

Any written representation or statement made of information is false or misleading in any material respect.

described on the other premium payment slip, or any other premium payment necessary to provide coverage of all the losses incurred.

Section 10. Default on indebtedness. Failure of Grantor to make any payment when due on the indebtedness.

and by Lender, and Grantor shall be bound by any joint and several liability arising by reason of the indebt edness or to this Mortgage.

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described or set forth herein by law or under a power of attorney, or (c) by reason of any claim made by Lender with any claimant (including without limitation any claimant of the Mortgagor or any other party in interest) under or by virtue of any provision of the Mortgagor's agreement or instrument of conveyance or otherwise.

try interests in the terms and conditions of their government as they affect the foreign policy of Germany.

PERFORMANCE. If Grantaor (as at the time of this instrument's manufacture) shall deliver to Granular a suitable satisfaction of all the requirements of this instrument, he will be entitled to payment of the sum of \$1000.00.

Accordingly appellees' letter to Grafton's attorney-in-fact for the purpose of recording, reciting, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

Any question relating to the matter referred to in this paragraph.

Further Assurance. At any time, and from time to time, upon request of Lender, Guarantor, with whom

ATTORNEY-IN-FACT. The following provisions relating to further assistance and
protection of the assets of the trust under the Uniform Commercial Code, are set out on the first page of this instrument:

The mailing address of Grantor (debtor) and Lender (secured party), from which information
is to be received in respect of the mortgage may be obtained by the Lender.

and during this security interval, Upon default, Grantor shall assemble the Personal Property in a manner and
make it available to Lender within three (3) days

MORTGAGE
(Continued)

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EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH
GRANTOR AGREES TO ITS TERMS.

This Mortgage shall be governed by and construed in accordance with the laws of the State of Michigan. Capital Headings, Capital Headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

SCEDULANCE OF PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:
Amendments. This Mortgage, together with any Related Document, constitutes the entire understanding and agreement of the parties set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

01-31-1996
Loan No

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MORTGAGE
(Continued)

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

) ss

COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared Glenn W. Bartz and Mary Bartz, to me known to be the individuals described in and who executed the Mortgage, and acknowledged that they signed the Mortgage as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3rd day of February, 19 96

By Joellen J. Davis,

Residing at _____

Notary Public in and for the State of Illinois

"OFFICIAL SEAL"

JOELLEN J. DAVIS

Notary Public, State of Illinois

Commission Expires March 1, 1999

My commission expires 3/13/99

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[IL-G03 GLENN.LN R1.OVL]

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