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97369363

Mortgagor's Name and Address

Bank Calumet National Assoc.
as successor Trustee of the
Chicago Heights National Bank
as Trustee U/T/A dated April
7, 1995 and known as Trust

#2484

DEPT. OF RECORDS
TAXES
COUNTY CLERK
COUNTY RECORDER

BANK CALUMET NATIONAL ASSOCIATION
1830 Dixie Highway
Chicago Heights, IL 60411

(Mortgage)

Returns to

BANK CALUMET
1830 Dixie Highway
Chicago Heights, IL 60411

97369363

March, 1995

7310854-002-9002

MORTGAGE

Bank Calumet N.A., as

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, successor Trustee of the
Chicago Heights National Bank as Trustee U/T/A ("Mortgagor" whether one or more) hereby grants, mortgages,
dated April 7, 1995 and known as Trust #2484 warrants, and conveys, with mortgage covenants, to Mortgagee the following described real estate situated in Cook County, State
of Illinois Lot 15 in Block 3, in resubdivision of blocks 2, 3, 4, 5, 6 and 7 and the streets and

alleys adjacent thereto in Olympia Fields subdivision, being a subdivision of the
Northeast 1/4 of the Southeast 1/4 of Section 14, township 35 North, Range 13, East
of the third principal meridian in Cook County, Illinois and that part of the East
1003.0 feet West of the Illinois central railroad company westerly right of way line
of the Southeast 1/4 of the Southeast 1/4 of Section 14, aforesaid and the North 30.0
feet except the East 1003.0 feet of the Southeast 1/4 of the Southeast 1/4 of section
14 aforesaid, in Cook County, Illinois.

together with all rights, privileges, interests, mineral rights, water rights, air rights, timber rights and/or gas rights, easements, buildings,
improvements, appurtenances, fixtures and hereditaments therein, thereon, or thereto belonging therein collectively "Real Estate", and the rents
and profits and other income of the Real Estate whether now existing or hereafter acquired, which said rents and profits are now and hereby
assigned to Mortgagee.

1 **INDEBTEDNESS SECURED.** This Mortgage is given to secure the following (sometimes collectively referred to herein as the
"Obligations") (boxes not checked are inapplicable. Sections 1.04, 1.05, 1.06 and 1.07 are always applicable):

THIRD PARTY BORROWER PROVISION

If this box is checked, this Mortgage secures one or more loans to
_____ hereinafter
referred to as "Borrower".

EXCULPATION CLAUSE IS AFFIRMED
HEREIN AND MADE A PART HEREOF

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- 1.1 Payment of a term loan note executed by Mortgagor Borrower in favor of Mortgagee and dated the 11th day of April, 1997 in the original principal amount of \$ 10,000.00, with interest thereon as provided in said term loan, and with any unpaid balance of principal and interest being due and payable on or before the 11th day of April, 1998.
- 1.2 Payment of that certain line of credit loan note executed by Mortgagor Borrower in favor of Mortgagee and dated the ___ day of _____, with a maximum commitment of \$ _____, and with any unpaid balance of principal and interest being due and payable on or before the ___ day of _____, _____. This is a line of credit obligation and Mortgagee will be making future loans and advances to Mortgagor pursuant to a \$ _____ commitment. It is intended by the Mortgagor that each such future loan or advance shall be secured by this Mortgage. The maximum principal amount of unpaid loan indebtedness secured under this Section 1.02, which may be outstanding at any time shall be \$ _____, exclusive of interest thereon and exclusive of unpaid balances of advances made with respect to the mortgaged premises for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Real Estate and all other costs which Mortgagee is authorized by this Mortgage to pay on Mortgagor's behalf, all of which amounts shall also be secured by this Mortgage.
- 1.3 Any and all future loans, obligations and advancements made by Mortgagee to Mortgagor (and Borrower if the Third Party Borrower box is checked on the previous page) except that the maximum amount of unpaid indebtedness under this paragraph 1.03 secured hereby which may be outstanding at any time shall not exceed two times the combined original principal indebtedness referenced in sections 1.01 and 1.02 above, exclusive of interest thereon and exclusive of unpaid balances of advances made with respect to the Real Estate for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Real Estate and all other costs which Mortgagee is authorized by this Mortgage to pay on Mortgagor's behalf. Mortgagor stipulates and agrees with Mortgagee that as of the date of this Mortgage, Mortgagee has made no written or oral commitment to Mortgagor (or Borrower) to make any future loans or advancements under this Section 1.03. Any such future lending shall be at the Mortgagee's sole discretion.
- 1.4 Any renewal, extension, modification, refinancing or replacement of the indebtedness referred to in these paragraphs 1.01, 1.02, or 1.03, above, which are checked as being applicable.
- 1.5 Except as otherwise limited in this Mortgage, any other indebtedness which the Mortgagor and/or Borrower (if designated above) (or any one or more of them if more than one) might from time to time, while this mortgage is in effect, owe Mortgagee including, but not necessarily limited to, obligations under guarantees executed by Mortgagor and/or Borrower (or any one or more of them, if more than one) in favor of Mortgagee, indebtedness arising from overdrafts on depository accounts maintained by Mortgagor and/or Borrower (or any one or more of them, if more than one) with Mortgagee and indebtedness arising from Mortgagee making payment to beneficiaries under letters of credit issued by Mortgagee for the account of Mortgagor and/or Borrower (or any one or more of them, if more than one).
- 1.6 All interest, attorney fees, and costs of collection with respect to the obligations referred to in these paragraphs 1.01 through 1.05, above, together with any extensions or renewals thereof.
- 1.7 The performance by Mortgagor of all Mortgagor's covenants, agreements, promises, payments and conditions contained in this Mortgage agreement.

The Mortgagor shall have and hold the Real Estate unto the Mortgagee, for the purposes and uses set forth herein under the following terms and conditions:

EXEMPTION CLAUSE IS ATTACHED
HEREIN AND MADE A PART HERE OF

2 COVENANTS. Mortgagor hereby covenants and agrees with Mortgagee as follows:

2.1 **Security Agreement.** THIS INSTRUMENT WHEN RECORDED SHALL CONSTITUTE A "FIXTURE FILING" FOR PURPOSES

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OF THE UNIFORM COMMERCIAL CODE. THE ADDRESS OF THE MORTGAGEE AS SHOWN ABOVE IS THE ADDRESS AT WHICH INFORMATION CONCERNING THE MORTGAGEE'S SECURITY INTEREST MAY BE OBTAINED. Mortgagor hereby grants to Mortgagee a security interest in all equipment or other tangible personal property which is now or hereafter becomes attached to the Real Estate or any improvement thereon so as to constitute a fixture, whether now owned or hereafter acquired, including, not by way of limitation, all heating, ventilation and air conditioning equipment, and all shelving and storage devices now or hereafter affixed or attached to the Real Estate.

2.2 **Waste and Maintenance of Premises.** The Mortgagor shall abstain from and not permit the commission of waste in or about the Real Estate; shall not move or demolish, or alter the structural character of any building at any time erected on the Real Estate without the prior written consent of the Mortgagee; shall maintain the Real Estate in good condition and repair, reasonable wear and tear excepted. The Mortgagee shall have the right, but not the duty, to enter upon the premises at any reasonable hour to inspect the order, condition, and repair thereof, including the interiors of any buildings and improvements located thereon.

2.3 **Insurance Obligation.** The Mortgagor will procure, deliver to, and maintain for the benefit of the Mortgagee during the continuance of this Mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the buildings and improvements now existing or hereafter erected on the Real Estate for their full replacement value against loss or damage by fire, lightning, flood (if required by applicable law), windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, and such other hazards, casualties, and contingencies as the Mortgagee may designate. The Mortgagor shall procure business interruption insurance in such amounts as the Mortgagee may reasonably require. All policies of insurance required hereunder shall be in such form and amounts and by such companies, as the Mortgagee may accept, and shall contain a mortgagee clause acceptable to the Mortgagee, with loss payable to the Mortgagee and the Mortgagor as their interests may appear and shall provide that no act or omission of Mortgagor or any other person shall affect the right of Mortgagee to be paid the insurance proceeds pertaining to the loss or damage of the insured property. Such policies shall require the insurance company to provide Mortgagee with at least thirty (30) days' written notice before such policies are altered or canceled in any manner. The Mortgagor will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to the Mortgagee renewals of such policy or policies at least ten (10) days prior to the expiration date(s) thereof, the said policies and renewals to be marked "paid" by the issuing company or agent.

In the event of any loss or damage, the Mortgagor will give prompt notice thereof to the Mortgagee. All proceeds of insurance in the event of such loss or damage shall be payable jointly to the Mortgagor, its successors and assigns, and the Mortgagee. All funds will be utilized by the Mortgagor to the extent necessary to restore the Real Estate to substantially the same condition as the Real Estate existed prior to the loss or damage, unless the Mortgagee shall elect not to do so. In the latter event, the Mortgagee shall then apply the proceeds to the then existing indebtedness and the balance shall be paid to the Mortgagor. Mortgagee may act as attorney-in-fact for the Mortgagor in making and settling claims under insurance policies, canceling any policy or endorsing Mortgagor's name on any draft or negotiable instrument drawn by any insurer.

2.4 **Payment of Taxes and Other Charges.** The Mortgagor shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the Real Estate or any part thereof, with or without any deduction or abatement, and shall produce to the Mortgagee receipts for the payment thereof in full and shall pay every other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the Real Estate prior to the lien of this Mortgage.

2.5 **Compliance with Laws and Ordinances.** The Mortgagor shall comply with all statutes, ordinances, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body or official applicable to the Real Estate, or any part thereof.

2.6 **Condemnation.** Mortgagor shall immediately provide Mortgagee with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Real Estate, or any part thereof. All monies payable to Mortgagor from such condemnation or taking are hereby assigned to Mortgagee and shall be applied first to the payment of Mortgagee's attorney's fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation action or eminent domain proceedings and then, at the option of Mortgagee, to the payment of the indebtedness secured by this Mortgage or the

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restoration or repair of the Real Estate.

3

DEFAULT AND BREACH

3.1 Events of Default. Mortgagor's breach of any covenant or agreement of Mortgagee contained in this Mortgage or any event defined as a default in any note secured hereby, or in any other instrument or document executed by Mortgagor (or Secured Party) in favor of Mortgagee, including, but not limited to any failure by any one so obligated to make any payment of principal and/or interest when due under the Obligations including, without limitation, any note secured hereby shall constitute a default under this Mortgage.

3.2 Remedies on Default. Upon the occurrence and continuance of an event of default, all indebtedness secured hereby shall, at the option of the Mortgagee, become immediately due and payable and this Mortgage may be foreclosed accordingly. Should proceedings to foreclose this Mortgage be instituted, the Mortgagee may apply for the appointment of a receiver (and the Mortgagor hereby consents to the appointment of a receiver if there has been any Default), and such receiver is hereby authorized to take possession of the Real Estate, collect any rental, accrued or to accrue, whether in money or kind, for the use or occupancy of said Real Estate by any person, firm or corporation, or may let or lease said Real Estate or any part thereof, receive the rents, income and profits therefrom, and hold the proceeds subject to the orders of the court, or the judge thereof, for the benefit of the Mortgagee, pending the final decree in said proceedings, and said receiver may be appointed irrespective of the value of the Real Estate or its adequacy to secure or discharge indebtedness due or to become due or the solvency of the Mortgagor. In any action to foreclose this Mortgage, the Mortgagee shall be entitled to recover, in addition to all attorney and related paraprofessional expenses incurred in connection therewith, all other costs and expenses associated with foreclosure including, without limitation, all expenses incurred for title searches, abstracts of title, title insurance, appraisals, surveys and environmental assessments reasonably deemed necessary by the Mortgagee, all of which costs and expenses shall be additional amounts secured by this Mortgage.

3.3 Failure to Pay Taxes or Insurance Premiums. If the Mortgagor fails to pay any tax, claim, lien or encumbrance which shall be or become prior in lien to this Mortgage, or to pay any insurance premiums as aforesaid, or to keep the Real Estate in repair, as aforesaid, or commits or permits waste, then the Mortgagee, at its option, may pay said claim, lien, encumbrance, tax assessment, or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, and take such action therein as the Mortgagee deems advisable, and for any of said purposes the Mortgagee may advance such sums of money as it deems necessary. All sums of money advanced by the Mortgagee pursuant to this section, together with interest on each such advance at the highest rate of interest specified in any note secured hereby, shall be so much additional indebtedness secured hereby and shall immediately become due and payable without notice or demand. The failure of the Mortgagor to act pursuant to this section shall not be deemed a waiver of any rights the Mortgagee may have because of any default by the Mortgagor.

4

SATISFACTION AND RELEASE

INCORPORATION CLAUSE TO BE MADE
HEREIN AND MADE A PART HEREOF.

4.1 Release. Upon payment of the Obligations and any other sums secured by this Mortgage, Mortgagee shall release this Mortgage.

4.2 Transfer of Real Estate by Mortgagor. Any transfer by sale, gift, grant, devise, operation of law, or otherwise of the fee title or any other interest, (including, but not limited to mortgage, easement, leasehold interest) in all or any portion of the Real Estate shall have the same consequences as an event of default respecting the indebtedness secured hereby, and upon such transfer, the Mortgagee, without prior notice shall have the right to declare all sums secured hereby immediately due and payable and, upon failure by the Mortgagor to make such payment the Mortgagee shall have the right to exercise all remedies provided in any note secured hereby, this mortgage, or otherwise at law.

5

MISCELLANEOUS

5.1 Commercial Mortgage. This Mortgage secures indebtedness incurred for a business purpose.

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_____ COUNTY)

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State personally appeared _____
_____ and acknowledged the execution of the above and foregoing Mortgage this _____ day of
_____, 19____.

WITNESS my hand and Notarial seal this _____ day of _____.

My Commission Expires:

Signature of Notary Public

My County of Residence is:

_____ County, _____

Printed Name of Notary Public

(To be used when the Mortgagor(s) is a corporation or other business entity)

STATE OF ILLINOIS

1
SS:

Cook COUNTY)

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State personally appeared Tassie Kouchis and Patricia A Dewey, the
Trust Officer and Vice Pres. & Cashier of Bank Calumet, and acknowledged the
execution of the above and foregoing Mortgage for and on behalf of Bank Calumet
pursuant to its authority, this 15th day of
April, 1997

WITNESS my hand and Notarial seal this 15th day of April, 1997.

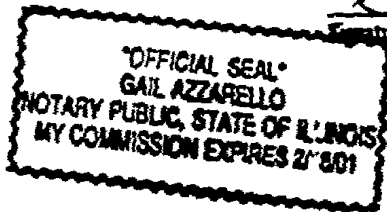
My Commission Expires:

2-18-01

Gail Azzarello
Signature of Notary Public

My County of Residence is:

Cook County, Illinois



Gail Azzarello
Printed Name of Notary Public

This instrument was prepared by:

REGULATION CLASS IS ATTACHED
SEE _____ OF

See attached

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EXCULPATION CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust properly specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Bank Calumet National Association in Chicago Heights, Illinois, or any of the beneficiaries under said Trust Agreement, on account of the instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and released.

Bank Calumet, N.A. As Successor Trustee Of The Chicago Heights National Bank, Not Individually, but solely as Trustee under Trust No. 2486

By

J. J. K. K. K.
Trust Officer

Attest

Patricia A. Dewey
Vice President & Cashier

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Clerk's Office

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