UNOFFICIAL COP 7178/0069 13 002 Page 1 of 1998-09-25 12:22:09 Look County Recorder

Loan #: 603948355

Prepared By:

Document Express, Inc. 350 W. Kensington, Suite 1/20

Mt. Prospect, IL 60056

And When Recorded Mail Top Resource Plus Mortgage Corporation 1600 Colonial Parkway Inverness, IL 60067

COOK COUNTY

Space Above For Recorder's Use

CORPORATION ASSIGNMENT OF REAL ESTATE MORTGAGE

LOAN NO. 603948355

-3.5U

FOR VALUE RECEIVED the undersigned hereby grants, assigns and transfers to

Standard Federal Bank, a Federal Savings Bank, 777 East Eisenhower Street, Suite 700, Ann Arbor, MI 48108 all the rights, title and interest of undersigned in and to that certain heal Estate Mortgage dated September 18, 1998 executed , husband and wife to and Mary P. Sysol by Scott A. Sysol Resource Plus Mortgage Corporation, a corporation organized under the laws of the State of Illinois and whose principal place of business is 1600 Colonial Parkway, , by the Cook County Inverness, IL 60067, and recorded as Document No.

Recorder of Deeds, State of Illinois described hereinafter as follows: SEE ATTACHED LEGAL DESCRIPTION RIDER

Commonly known as: 61 Hummingbird Lane, Streamwood, IL 60107863335

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said haal Estate Mortgage.

STATE OF COUNTY OF

before me, the under-signed a Notary Public in and for said County and, State, personally appeared Angelo Cusinato

known to me to be the President

of the corporation herein which executed the within instrument, that the seal affixed to said instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he acknowledges said instrument to be the free act and deed of said corporation.

Notary Public

My Commission Expires: 6/2

By: Its:

Witness:

its: Presideri

SARA N HARRIS

Resource Plus Fax tgage Corporation

Ticor Tibe

# UNOFFICIAL COPY

Property or Coot County Clert's Office

UNOFFICIAL COP \$6863336 Fage 2 of 2

#### LEGAL DESCRIPTION RIDER

35 IN CROE
JTHEAST 1/4 O.
CTION 22, BOTH 1.
RINCIPAL MERIDIAN, .
1, 1992 AS DOCUMENT N.

P.I.N.: 06-21-406-007

## **UNOFFICIAL COPY**

Property of Cook County Clark's Office

### **UNOFFICIAL COPY**

9178/0070 13 002 Page 1 of Ŷ 1998-09-25 12:22:45 Cook County Recorder 37.50

**RECORDATION REQUESTED BY:** 

American Enterprise Bank 600 North Buffalo Grove Road Buffalo Grove, IL 60089

3525

WHEN RECORDED MAIL TO:

American Enterprise Bank 600 North Buffalo Grove Buffalo Grove, IL 60089

SEND TAX NOTICES TO:

LYNN L. LONGO 2315 E. OLIVE #1D ARLINGTON HEIGHTS, IL 60004

COOK COUNTY JESSE WHITE BRIDGEVIEW OFFICE

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

AMERICAN ENTERPRISE BANK/T. LOGAR 600 N. BUTTALO GROVE ROAD BUFFALO GROVE, IL 60089

11414

MORTGAGE

THIS MORTGAGE IS DATED SEPTEMBER 16, 1998, between LYNN L. LONGO, whose address is 2315 E. OLIVE #1D, ARLINGTON HEIGHTS, IL 60004 (referred to below as "Grantor"); and American Enterprise Bank. whose address is 600 North Buffalo Grove Road, Buffalo Grove, IL 60089 (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 roal property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in COOK County, State of Illinois (the "Real Property"):

UNIT NUMBER 11-1-"D" IN BRANDENBERRY PARK EAST CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE LOT 1 IN UNIT NUMBER 1, LOT 2 IN UNIT NUMBER 2, LOT 3 IN UNIT NUMBER 3 AND LOT 4 IN UNIT NUMBER 4 OF TRANDENBERRY PARK EAST BY ZALE, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 42 NORTH. RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25108489 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2315 E. OLIVE #1D, ARLINGTON HEIGHTS, IL 60004. The Real Property tax identification number is 03-21-402-014-1315.

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.

Grantor. The word "Grantor" means LYNN L. LONGO. The Grantor is the mortgagor under this Mortgage.

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(Continued)

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Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, suretles, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any 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 the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the note amount of \$54,750.00.

Lender. The word "Lender" means American Enterprise Bank, its successors and assigns. The Lender is the mortgagee under this Mortgage.

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

Note. The word "Note" reans the promissory note or credit agreement dated September 16, 1998, in the original principal amount of \$54,750.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 7.250%. The maturity date of this Mortgage is September 21, 2003.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

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

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" inean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. 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 perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possercion and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99–499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by—products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by