

UNOFFICIAL COPY

THIS INDENTURE, made JULY 7, 1989 between DOROTHY ANN SARANZAK, DIVORCED AND
NOT SINCE REMARRIED (herein referred to as "Mortgagor") and Bank of Buffalo Grove, an Illinois banking corporation (herein referred to as "Mortgagee") witnesseth:

THAT WHEREAS, Mortgagor has concurrently herewith executed a NOTE & SECURITY AGREEMENT (herein referred to as the "Note") bearing even date herewith in the principal sum of FORTY FIVE THOUSAND and NO /100 Dollars (\$ 45,000.00) made payable to Mortgagee and delivered, in and by which Note, Mortgagor promises to pay on or before JULY 7, 1993 the said principal sum with interest as set forth in the Note.

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal. All said principal and interest being made payable at the principal office of the Mortgagee in Buffalo Grove, Illinois.

NOW, THEREFORE, the Mortgagor to secure the payment of the Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, together with interest and charges as therein provided, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, doth, by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of COOK, State of Illinois, as follows:

ATTACHED EXHIBIT "A"

PTI# 0-20-201-002

which with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements thereon situate and which may hereafter be erected or placed thereon, hereditaments and appurtenances and easements thereunto belonging and the rents, issues and profits therefrom, which are hereby expressly conveyed and assigned to the Mortgagee as additional security, and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or upon may at any time be placed in any building now or hereafter standing on said premises.

It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other items, which at law or by convention are required, as fixtures, and specifically but not by way of limitation all shades and awnings, screens and curtains, shrubbery, gas and electric fixtures, radiators, hydromats, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plants, iceboxes, electric refrigerators, air conditioning apparatus, cooking apparatus and appurtenances, and such other goods and chattels as may ever be furnished by a landlord in letting and operating an unfurnished building, similar to any building now or hereafter standing on said premises, whether or not the same are or shall be attached to said building, by nails, screws, bolts, pipe connections, masonry, or in any other manner whatsoever, which are now or hereafter to be used upon said described premises shall be conclusively deemed to be "fixtures" and an accession to the freehold and a part of the realty, whether affixed or annexed or not and conveyed by this Mortgage; and all the estate, right, title or interest of the said Mortgagor in and to said premises, property, improvements, furniture, apparatus, furnishings and fixtures, are hereby expressly conveyed, assigned and privileged; and as to any of the property as by said, which does not so form a part and parcel of the Real Estate or does not constitute a "fixture" as such term is defined in the Uniform Commercial Code. This Mortgage is hereby deemed to be a "Security Agreement" under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to the Mortgagee as Secured Party (as such term is defined in the Uniform Commercial Code).

TO HAVE AND TO HOLD the above described premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of the said obligations hereinbefore described, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

In addition, the Mortgagor covenants with the Mortgagee as follows:

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said buildings in good condition and repair, without waste, and free from mechanic's or other liens or claims for labor not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises, superior to the lien hereof, and, upon request exhibit satisfactory evidence of the discharge of such prior lien.

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2. Mortgagee shall immediately pay, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may be levied against the premises, and furnish to Mortgagor duplicate receipts therefor within thirty (30) days after payment thereof.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and such other risks and hazards that are insurable under the present and future forms of all-risk insurance policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagor, under insurance policies payable, in case of loss or damage, to Mortgagor, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Mortgagor, and in case of insurance above to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. Mortgagee shall pay to the Mortgagor monthly at the time when such monthly installment of principal and interest is payable, an amount equal to one-twelfth (1/12) of the annual premiums for such fire and extended coverage insurance and such annual real estate taxes, water and sewer rental, special assessments, and any other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the Premises prior to the lien of this Mortgage, and on demand from time to time shall pay to the Mortgagee additional sums necessary to pay such premiums and other payments, all as estimated by the Mortgagee, the amounts so paid to be security for such premiums and other payments and to be used in payment thereof. At the Mortgagee's option, the Mortgagee may make such payments available to the Mortgagor for the payments required under Sections 2 and 3, or may make such payments on the Mortgagor's behalf. All amounts so paid shall be treated to be true funds, but no interest shall be payable thereon. If, pursuant to any provisions of this Mortgage, the whole amount of said principal debt remaining becomes due and payable, the Mortgagee shall have the right at its election to apply any amounts so held against the entire indebtedness secured hereby.

5. In case of default herein, Mortgagor may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein mentioned and all expenses paid or incurred in connection therewith, including attorneys' fees, and other moneys advanced by Mortgagor to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Mortgagor for such matters concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate stipulated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Inaction of Mortgagor shall never be construed as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagor.

6. The Mortgagor, making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate or info the amounts or estimates procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or info the validity of any tax, assessment, sale, forfeiture, tax lien, or title or claim thereto.

7. At the option of Mortgagor, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note; (b) immediately in the event Mortgagor shall, without the prior consent of Mortgagor, sell, transfer, convey, encumber, or assign the title to all or any portion of the premises, or the rents, issues, or profits therefrom, whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing, or in the event the owner or if there be more than one, any of the owners, of any beneficial interest in any trust of which Mortgagor is title holder (any such owner being hereinafter referred to as a "Beneficial Owner") shall, without the prior written consent of Mortgagor, transfer or assign all or any portion of such beneficial interest, or the rents, issues, or profits from the premises (including, without being limited to, a collateral assignment), whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing; (c) immediately in the event Mortgagor files for bankruptcy or bankruptcy proceedings are instituted against Mortgagor and are not dismissed within thirty (30) calendar days, under any provisions of any state or federal bankruptcy law in effect at the time of filing; (d) immediately in the event Mortgagor makes an assignment for the benefit of creditors, becomes insolvent or becomes unable to meet his obligations as they heretofore accrued; or (e) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor contained herein or in another agreement of the Mortgagor(s) in the Mortgage.

3. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagor shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagor for attorneys' fees, Mortgagor's fees, Appraiser's fees, costs for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, guarantees, policies, warrants, certificates, and similar data and assurances with respect to title; as Mortgagor may deem to be reasonably necessary to prosecute such suit or to evidence to bidders at any sale which may be held pursuant to such decree the true condition of the title to or the use of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate stated in the Note (unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law), when paid or incurred by Mortgagor in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either or them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby incurred; (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

9. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph; second, all other items which under the terms hereof, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest, remaining unpaid on the Note; fourth, principal and interest, if任何 unpaid, in other obligations of the Mortgagor or any of them to the Mortgagee; fifth, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

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Property of Cook County Clerk's Office

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LOT 41 IN C. A. YELLY'S ARLINGTON HEIGHTS GARDENS, BEING A SUBDIVISION
IN THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST
OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM THE SAID LOT THAT PART
THEREOF LYING NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING IN THE
EAST LINE OF LOT 40 IN THE SAID SUBDIVISION, 70 FEET SOUTH OF THE NORTH

LINE OF THE SAID NORTH EAST 1/4; THENCE WESTERLY PARALLEL TO THE NORTH
LINE OF THE SAID NORTH EAST 1/4 TO THE WEST LINE OF LOT 40 AFORESAID;
THENCE SOUTHWESTERLY TO A POINT ON THE WEST LINE OF LOT 41 AFORESAID
78.10 FEET SOUTH OF THE NORTH LINE OF THE SAID NORTH EAST 1/4, IN COOK
COUNTY, ILLINOIS.

Property of Cook County Clerk's Office
Exhibit "A"

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10. Upon, or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after trial, without notice, without regard to the solvent or bankrupt status of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, whether there be rents, issues, etc., or not; and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and collection of the premises during the whole of such period. This Court from time to time may authorize the receiver to apply the net income as it stands in payment in whole or in part of: (1) the indebtedness secured hereby, or any decree foreclosing this Mortgage, or any legal action or other proceeding which may be or become a prior or subsequent to the lien hereof or of such decree, provided such application is made prior to foreclosure sales; (2) the deficiency in case of a sale and deficiency.

11. No action for the enforcement of the lien or of any provision in hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the title hereby secured.

12. Mortgagor shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. As further security for payment of the indebtedness and performance of the obligations, covenants, and agreements secured hereby, the Mortgagor hereby assigns to the Mortgagor all leases, already in existence and to be created in the future, together with all rents to become due and undrawn, or future leases. This assignment, however, shall be operative only in the event of the occurrence of a default hereunder, or under the note or other instrument collateral hereto; and in any such case the Mortgagor hereby conveys on the Mortgagor the exclusive power, to be used or not be used in its sole discretion, to act as agent, or to appoint a third person to act as agent for the Mortgagor, with power to take possession of, and collect all rents arising from, the Premises and apply such rents, at the option of the Mortgagor, to the payment of the mortgage debt, taxes, costs of collection, repairs, expenses incident to managing, and other expenses, in such order of priority as the Mortgagor may in its sole discretion determine, and to turn any balance remaining over to the Mortgagor; but such collection of rents shall not operate as an affidavit of the tenant or lease in the event that Mortgagor's title to the Premises should be acquired by the Mortgagor. The Mortgagor shall be liable to account only for rents and profits actually received by the Mortgagor. In exercising any of the powers contained in this section, the Mortgagor may also take possession of, and for these purposes use, any and all personal property contained in the Premises and used by the Mortgagor in the rental or leasing thereof or any part thereof.

14. In the event of default in the performance of any of the terms, covenants and agreements herein contained, the Mortgagor, if he is the occupant of the premises or any part thereof, shall immediately surrender possession of the premises to the Mortgagor, and if Mortgagor shall be allowed to remain in possession, Mortgagor shall be as a tenant of the Mortgagor, and shall pay monthly, in advance to the Mortgagor a reasonable rental; and in the event of Mortgagor's faults under such lease, Mortgagor may be disposed of by the usual summary proceedings.

15. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagor as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or their assignees.

16. Mortgagor has no duty to examine the title, location, existence, or condition of the premises, nor shall Mortgagor be obligated to record this Mortgage or to exercise any power herein given unless so expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, and it may require indemnities satisfactory to it before exercising any power herein given.

17. Mortgagor shall release this Mortgage and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the note or this Mortgage. The use of any gender applies to all genders. If more than one party is named as the Mortgagor, the obligation hereunder of each such party is joint and several.

19. In the event of the passage, after the date of this Mortgage, of any law changing in any way the laws now in force for the taxation of mortgages, or debts secured thereby, or the manner of operation of such taxes, so as to affect the interest of Bank, then and in such event Mortgagor shall pay the full amount of such taxes.

20. Mortgagor shall not and will not apply for or avail itself of any homestead, appraisal, valuation, redemption, stay, extension, or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the premises sold as an entirety. Mortgagor hereby waives to any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagor, the trust estate, and all persons beneficially interested therein, and each and every person acquiring any interest in or title to the premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by Illinois law.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

INDIVIDUAL(S) SIGN BELOW

Dorothy Ann Sarazanak
DOROTHY ANN SARAZANAK Name

SECURED PARTY Name

BANK OF BUFFALO GROVE

By: *Marilyn M. Morris* Name
Its: VICE PRESIDENT

DEBTOR
(CORPORATION OR PARTNERSHIP SIGN BELOW)

Name of Corporation or Partnership

By: _____
Name and Title

By: _____
Name and Title

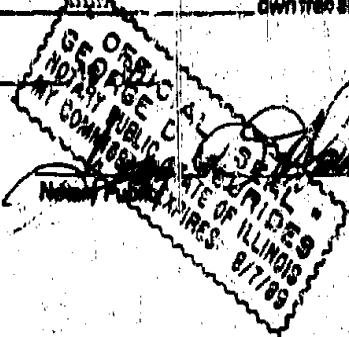
ATTEST:

By: _____
Name

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STATE OF ILLINOIS
COUNTY OF LAKE SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that DOROTHY ANN SARANZI, DIVORCED AND NOT SINCE 1981 REMARRIED, who are personally known to me, to be the same person(s) whose name(s) are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that SHE signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

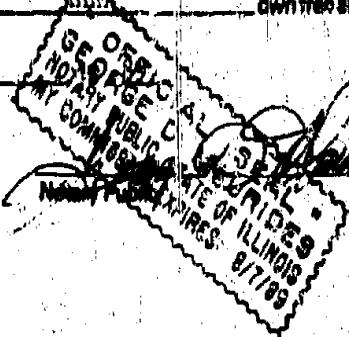
GIVEN under my hand and notarial seal, this 7TH day of JULY 

My Commission Expires:

8-7-89

STATE OF ILLINOIS
COUNTY OF

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY, that DOROTHY ANN SARANZI, and (name of corporation) who are personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument as President of said corporation appeared before me this day in person and acknowledged that they signed the aforesaid instrument as their own free and voluntary act and the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 19 _____. 

Notary Public

My Commission Expires:

THIS DOCUMENT PREPARED BY NORMA MALISANI ADDRESS OF PROPERTY: 1015 E. PALATINE RD.
RECORD AND RETURN TO: BANK OF BUFFALO GROVE ARLINGTON HEIGHTS, IL 60004
10 E. DUNDEE RD.
BUFFALO GROVE, IL 60089

P.T.I. # 03-20-201-002

1989 JUL 10 AM 9:45

CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

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7/8/89
COST

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1989 JUL 10
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REGISTRATION
7/8/89

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