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IDENTIFIED  
No.  
PROPERTY OF TARRANT TRUST  
CAROL MOSELEY BRAUN  
TIDOR

RESULT OF SEARCH:

INTENDED GRANTEEES OR ASSIGNEES:

RESULT OF SEARCH:

PRESENT PARTIES IN INTEREST:

STATUTORY FEDERAL TAX LIEN SEARCH

DOCUMENT NO.

DATE OF SEARCH:

765657

RECORDED  
JUN 19 1956  
RECORDS & CLERK

Property of Cook County Clerk's Office

88-38

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\$750,000.00

Elk Grove Village, IL  
January 4, 1990

FOR VALUE RECEIVED, NBD Trust Company of Illinois, as Trustee under the provisions of a Mortgage duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated December 4, 1989 and known as Trust Number 2755EG, hereby promises to pay to NBD Elk Grove Bank, in the manner hereafter provided, the principal sum of SEVEN HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$750,000.00), plus interest as follows: Commencing on the first day of the month following the date of first disbursement and continuing on the first day of each month thereafter monthly payments of interest only, calculated at an annual rate of ten and one-half percent (10.50%) per annum from the date of disbursement on the principal balance remaining from time to time unpaid for the remaining term of this loan and computed on the basis of a year consisting of 360 days and charged for the actual number of days elapsed within the period for which interest is being charged. Interest is payable monthly, from the date of disbursement of the aforesaid principal, or so much thereof as shall be disbursed from time to time, but not later than January 1, 1991. Final payment of all outstanding principal and accrued interest, if not sooner paid, shall be due and payable on January 1, 1991. THIS IS A BALLOON NOTE AND ON THE MATURITY DATE A SUBSTANTIAL PORTION OF THE PRINCIPAL AMOUNT OF THIS NOTE WILL REMAIN UNPAID BY THE MONTHLY PAYMENTS ABOVE REQUIRED.

From the date of the first payment, THIRTY (30) DAYS AFTER DEFAULT AND/OR AFTER MATURITY, stated or accelerated, this Note shall bear interest at the rate of thirteen and one-half percent (13.50%) payable monthly on the first day of each month thereafter, in lieu of the rate of interest hereinabove specified. Delinquent interest shall be calculated on the entire unpaid principal balance, and, if permitted by law, unpaid accrued interest.

ALL PAYMENTS on account of the indebtedness evidenced by this Note shall be first applied to interest accrued on the unpaid principal balance and the remainder to principal. In the event that the maker of this Note shall not make timely payments when due NBD Elk Grove Bank shall be entitled to collect and borrower obligated to pay a late charge of five percent (5%) of the amount of the late payment after fifteen (15) days.

PREPAYMENTS, either partial or full, may be made on any interest payment date without premium or penalty provided that the loan and/or the mortgage covenants are not in default of the terms hereunder.

IN THE EVENT of a transfer of title or sale under Articles of Agreement, the holder of this Note and Mortgage shall have the right to declare a default and the entire principal balance and accumulated interest shall become immediately due and payable without further notice to the maker hereof.

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ALL PAYMENTS on this Note are to be made to such banking house or trust company as the legal holders of this Note may, from time to time, in writing appoint, and in the absence of such appointment, then at the main banking premises of NBD Elk Grove Bank.

THE PAYMENT of this Note is secured by a Mortgage, bearing even date herewith, to NBD Elk Grove Bank, Trustee, on real estate in the County of Lake, in the State of Illinois. It is expressly agreed that all of the covenants, conditions and agreements contained in said Trust Deed and any related loan agreement between the maker and NBD Elk Grove Bank are hereby made a part of this Note as if fully set forth herein. This Note will be considered in default (i) upon any default or event by which under the terms of the Trust Deed securing this Note the right to foreclose the said Mortgage shall accrue to the legal holder hereof, or (ii) upon any default or event which under other loan documents executed in connection therewith said Note may or shall become due and payable, or (iii) upon failure to pay any instalments of interest or principal as required herein within ten (10) days of invoicing, or (iv) thirty (30) days after mailing of written notice to cure a default in payment or breach or violation of a covenant or condition in any agreement or obligation secured by a security interest prior to the security interest given to NBD Elk Grove Bank by the maker hereof.

ANY PROVISION of this Instalment Note which is unenforceable, invalid or contrary to the law of any state which has jurisdiction over this subject matter, or the inclusion of which provision which affect the validity, legality or enforcement of this Instalment Note shall be of no effect, and in such case all the remaining terms and provisions of this Instalment Note shall subsist and be fully effective according to the tenor of this Instalment Note, the same as though no such invalid portion had ever been included herein.

ALL PARTIES hereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

This Note is executed by the undersigned, not personally but as Trustee as aforesaid, and is payable only out of the property specifically described in said Mortgage securing the payment hereof, by the enforcement of the provisions contained in said Mortgage. No liability shall be asserted or be enforceable against the promisor in said property specifically described in said Mortgage given to secure the payment hereof, or in the property or funds, because of or in respect to this Note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this Note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this Note or of any instalment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Mortgage given to secure the indebtedness evidenced by this Note, in accordance with the terms and provisions in said Mortgage set forth or by action to

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enforce the personal liability of the grantor, or both, hereof, or both.

NBD TRUST COMPANY OF ILLINOIS,  
AS TRUSTEE UNDER TRUST NO. 2755EG,  
DATED DECEMBER 4, 1989

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_

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The undersigned hereby request NBD Elk Grove Bank, (hereinafter, together with its successors and assigns, called the "Bank"), to grant financial accommodations, to extend credit or permit credit to remain outstanding to NBD Trust Company of Illinois, as Trustee under Trust No. 2755EG, dated December 4, 1989

(the "Borrower") as the Borrower may desire and as the Bank in its sole discretion may extend or permit from time to time, whether to the Borrower alone or to the Borrower and others, and in consideration of any financial accommodation or credit granted or continued, the undersigned hereby unconditionally, irrevocably and absolutely guarantee(s), as a principal obligor and not as a surety, the full and prompt payment when due, whether by acceleration or otherwise, and at all times thereafter, of all obligations of the Borrower to the Bank, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due, including future advances (all such obligations being hereinafter collectively called the "Liabilities"), and the undersigned further agree(s) to pay all expenses (including attorneys' fees and legal expenses) paid or incurred by the Bank in endeavoring to collect the Liabilities, or any part thereof, and in enforcing this Guaranty.

The undersigned jointly and severally guarantee that the Liabilities will be paid strictly in accordance with the terms of any loan documents covering the Liabilities, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Bank with respect thereto. The liability of the undersigned under this Guaranty shall be absolute and unconditional irrespective of:

- (a) any novation or discharge of the Borrower's obligations for the Liabilities;
- (b) any failure on the part of the Bank to protect any collateral given by the Borrower to secure the Liabilities or failure by the Bank to notify the undersigned of any seizure or impairment of any such collateral;
- (c) any lack of validity or enforceability of any of the loan documents covering the Liabilities or any other agreement or instrument relating thereto;
- (d) any change in the time, manner or place of, or in any other term of, including the increase of, all or any of the Liabilities, or any other amendment or waiver of or any consent to departure from any of the loan documents;
- (e) any exchange, release or non-perfection of any collateral, or any release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Liabilities; or
- (f) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Borrower or any of the undersigned in respect of this Guaranty, including, but without limitation, any defense of waiver, estoppel, laches, and statutes of limitation.

(Initials of Guarantor)

The right of recovery against the undersigned under this Guaranty is limited to the amount of:

(Initials of Bank Officer)

Seven Hundred Fifty Thousand and No/100ths Dollars (\$ 750,000.00)

plus interest on such amount plus all expenses (including attorneys' fee and legal expenses) paid or incurred by the Bank in endeavoring to collect the Liabilities, or any part thereof, and in enforcing this Guaranty.

Credit may be granted or continued from time to time by the Bank to the Borrower without notice to or authorization from the undersigned regardless of the Borrower's financial or other condition at any time of such grant or continuation. The Bank shall have no obligation to disclose or discuss with the undersigned its assessment of the financial condition of the Borrower.

The undersigned will assume the full responsibility of keeping themselves informed of the financial condition of the Borrower and of any circumstances bearing upon the risk of non-payment of the Liabilities which diligent inquiry would reveal, and agree(s) that the Bank shall have no duty to make available to the undersigned any information known to it regarding such condition or other such circumstance.

Each of the undersigned agree that, in the event of the death, incompetency, dissolution or insolvency of the Borrower or such undersigned, or the inability of the Borrower or such undersigned to pay debts as they mature, or an assignment by the Borrower or such undersigned for the benefit of creditors, or the institution of any proceeding by or against the Borrower or such undersigned alleging that the Borrower or such undersigned is insolvent or unable to pay debts as they mature, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, such undersigned will pay to the Bank forthwith the full amount which would be payable hereunder by such undersigned if all Liabilities were then due and payable.

To secure all obligations of each of the undersigned hereunder, the Bank shall have a lien upon and security interest in, and may, without demand or notice of any kind, at any time and from time to time when any amount shall be due and payable by such undersigned hereunder, appropriate and apply toward the payment of such amount, in such order of application as the Bank may elect any and all balances, credits, deposits, accounts or monies of or in the name of such undersigned now or hereafter with the Bank and any and all property of every kind or description of or in the name of such undersigned now or hereafter, for any reason or purpose whatsoever, in the possession or control of, or in transit to, the Bank or any agent or bailee for the Bank.

This Guaranty is also secured by

First Real Estate Mortgage on real property commonly known as: 230 Brookhill Court, Schaumburg, IL 60193

The Bank may also from time to time without demand or notice to the undersigned (or any of them) obtain a security interest in any other property to secure the Liabilities, or any part thereof.

This Guaranty shall in all respects be a continuing, absolute and unconditional Guaranty, and shall remain in full force and effect (notwithstanding, without limitation, the death, incompetency or dissolution of any of the undersigned or that at any time or from time to time all Liabilities may have been paid in full), until revocation in writing from the undersigned is actually received by an officer of the Bank at the Bank's principal office. Such revocation shall only be effective with respect to those of the undersigned as give notice (and the continuing liability of other parties hereto shall not be affected) and

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Address

Address

Address

Address

Linda K. Scobee

Richard H. Scobee

230 Brookh11, Schaumburg, IL 60193

230 Brookh11, Schaumburg, IL 60193

SIGNED AND DELIVERED this 4th day of January, 19 90

The undersigned and each of them (if more than one) specifically acknowledge and agree that the relationship hereby created with the bank is and has been conducted on an open arm's-length business basis in which no fiduciary relationship exists, and that the undersigned, and each of them (if more than one) has not relied and is not relying on any fiduciary relationship in the execution and delivery of this Guaranty.

(d) supersedes all negotiations, representations, warranties, commitments, offers, contracts (of any kind or nature, whether oral or written) to or content-porous with the execution hereof. No prior or contemporaneous representations, warranties, understandings, offers or agreements of any kind or nature, whether oral or written, have been made by the bank or relied upon by the undersigned in connection with the execution hereof.

(c) is the final expression of their intentions; and

(b) contains the entire agreement between the undersigned and the Bank;

(a) is valid, binding and enforceable in accordance with its provisions, and no conditions exist to the legal effectiveness of this Guaranty;

This Guaranty:

It is agreed that the undersigned's liability is independent of any other guaranties at any time in effect with respect to all or any part of the liabilities, and that the undersigned's liability hereunder may be enforced regardless of the existence of any such other guaranties.

THE BANK AND THE UNDERSIGNED, AND EACH OF THEM, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, THE RIGHT EITHER OR ANY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY AND ANY AGREEMENT CONTAINED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OR CONDUCT OR COURSE OF DEALING, IN WHICH THE BANK AND THE UNDERSIGNED, OR ANY ONE OF THEM, ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE BANK MAKING THE LOAN OR EXTENSION OF CREDIT TO THE DEBTOR.

This Guaranty has been delivered at Elk Grove Village, Illinois, and shall be construed in accordance with and governed by the laws of the State of Illinois. Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

This Guaranty shall be binding upon the undersigned, and upon the heirs, legal representatives, successors and assigns of the undersigned; and to the extent that the borrower or any of the undersigned is either a partnership or a corporation, all references herein to the borrower and to the undersigned, respectively, shall execute this Guaranty, the term "undersigned" as used herein shall mean all parties executing this Guaranty and each of them, and all such parties shall be jointly and severally obligated hereunder.

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The delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Guaranty be binding upon the Bank except as expressly set forth in a writing duly signed and delivered on behalf of the Bank. No action of the Bank permitted hereunder shall in any way affect or impair the rights of the Bank and the obligation to the undersigned under this Guaranty. For the purposes of this Guaranty, liabilities shall include all obligations of the Borrower to the Bank, notwithstanding any right or power of the Borrower or anyone else to assert any claim or defense as to the validity or enforceability of any such obligation, and no such claim or defense shall affect or impair the obligations of the undersigned hereunder.

The Bank may, from time to time, whether before or after any discontinuance of this Guaranty, without notice to the undersigned (or any of them), assign or transfer any or all of the liabilities or any interest therein, and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such liabilities shall be and remain liabilities for the purposes of the Guaranty, and each and every immediate and successive assignment or transfer, that, unless the Bank shall otherwise consent in writing, the Bank shall have an unimpaired right, prior and superior to that of any such assignee or transferee in the liabilities, shall be entitled to the benefits of the Guaranty to the same extent as if such assignee or transferee were the Bank; provided, however, that, unless the Bank shall otherwise consent in writing, the Bank shall have an unimpaired right, prior and superior to that of any such assignee or transferee, to enforce this Guaranty, for the benefit of the Bank, as to those of the liabilities which the Bank has not assigned or transferred.

The creation or existence from time to time of liabilities in excess of the amount to which the right of recovery under this Guaranty is limited is hereby authorized, without notice to the undersigned (or any of them), and shall in no way affect or impair the right of recovery under this Guaranty as hereby limited under this Guaranty.

The undersigned hereby expressly waives: (a) notice of acceptance by the Bank of this Guaranty; (b) notice of the existence or creation or non-payment of all or any of the liabilities; and (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever; and all diligence in collection or protection of or realization upon the liabilities or any thereof, any obligation hereunder, or any security for or Guaranty of any of the foregoing.

The undersigned hereby waives, to the fullest extent permitted by law, all rights and benefits under Section 1 of Chapter 112 of the Illinois Revised Statutes, providing for a discharge of the undersigned to the extent that if required the Bank may not wish to reasonably limit the commencement of an action and prosecute the same to final judgment and the enforcement thereof against the Borrower.

The undersigned waives any defense arising by reason of any disability or incapacity, or by reason of the cessation from any cause whatsoever (including without limitation, any intervention or omission by the Bank of its liability, either in whole or in part, of the Borrower to the Bank for the indebtedness. The undersigned understands that if all or any part of the liability of the Borrower to the Bank for the indebtedness is secured by real property, the undersigned shall be liable for the full amount of its liability hereunder notwithstanding foreclosure on such real property by trustee sale or any other action impeding the undersigned's right to proceed against the Borrower.

The Bank may, at its election exercise any right or remedy it may have against the Borrower or against any security held by the Bank, including, without limitation, the right to foreclose upon any such security by one or more judicial or non-judicial sales, whether or not every aspect of any such sale is commercially reasonable, without affecting or impairing in any way the liability of the undersigned hereunder, except to the extent the indebtedness has been paid. The undersigned also waives any defense arising out of the absence, in part or in whole, of any right of reimbursement, contribution or subrogation or any other right or remedy of the undersigned against the Borrower or against any such security, whether resulting from such election by the Bank or otherwise. The undersigned waives any defense arising by reason of any disability or incapacity, or by reason of the cessation from any cause whatsoever (including without limitation, any intervention or omission by the Bank of its liability, either in whole or in part, of the Borrower to the Bank for the indebtedness. The undersigned understands that if all or any part of the liability of the Borrower to the Bank for the indebtedness is secured by real property, the undersigned shall be liable for the full amount of its liability hereunder notwithstanding foreclosure on such real property by trustee sale or any other action impeding the undersigned's right to proceed against the Borrower.

The Bank may, from time to time, whether before or after any discontinuance of this Guaranty, at its sole discretion, and without notice to the undersigned (or any of them), take any or all of the following actions: (a) retain or obtain a security interest in any property to secure any of the liabilities or any obligation hereunder; (b) retain or obtain the primary or secondary obligation of any obligor or obligors; (c) in addition to the undersigned, with respect to any of the liabilities, (i) extend or renew for one or more periods (whether or not longer than the original period), alter or exchange any of the liabilities, or release or compromise any obligation of any of the undersigned hereunder or any other obligor with respect to any of the liabilities; (ii) release its security interest in, or surrender, release or permit any substitution or exchange for, all or any part of any property securing any of the liabilities; or any obligation hereunder, or extend or renew for one or more periods (whether or not longer than the original period) or release, compromise, alter or exchange any obligation of any obligor with respect to any such property; and (c) extend or renew for one or more periods (whether or not longer than the original period) or release, compromise, alter or exchange any obligation of any of the liabilities or any obligation hereunder or any other obligor with respect to any of the liabilities.

The undersigned hereby waives, to the fullest extent permitted by law, (a) any defense arising as a result of the Bank's election, in any proceedings maintained under the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code; and (b) any defense based on any borrowing or grant of a security interest under section 36d of the Bankruptcy Code.

If any bankruptcy, insolvency or other debtor relief proceedings of any nature shall be instituted by or against any of the undersigned, then to the fullest extent permitted by law, this Guaranty shall be fully enforceable against all the undersigned by or against whom such proceedings have not been instituted (the "unaffiliated Guarantors"), and none of the unaffiliated Guarantors shall seek or permit or suffer to be obtained any injunction, stay or other similar relief in such proceedings or other forum to preclude, delay or otherwise impair the enforcement of this Guaranty against any or all the unaffiliated Guarantors. The undersigned further agrees that, if at any time all or any part of any payment (including, without limitation, the insolvency, bankruptcy or reorganization of the Borrower), be received or returned by the Bank for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of the Borrower), such liabilities shall, for the purposes of this Guaranty, in the extent that such payment is or must be reskipped or returned, be deemed to have continued in existence, notwithstanding such application by the Bank, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such liabilities, all as though such application by the Bank had not been made.

Liabilities created or acquired thereafter pursuant to any of the foregoing, and any and all expenses paid or incurred by the Bank in endeavoring to collect any of the foregoing and in enforcing this Guaranty against such undersigned; and all of the agreements and obligations of such undersigned under this Guaranty shall, notwithstanding any such notice of termination, remain fully in effect until all such liabilities (including any extension or renewal of any thereof) and all such interest and expenses shall have been paid in full. Any such notice of termination by or on behalf of any of the undersigned shall not affect or impair the obligations hereunder of any other of the undersigned.

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MAILED TO →

This instrument prepared by:  
E. J. Musloff  
NBD Elk Grove Bank  
100 E. Higgins Road  
Elk Grove Village, IL 60007

## MORTGAGE

THIS MORTGAGE is made this 4th day of January, 1990, between the Mortgagor, Linda K. Scobee, married to Richard H. Scobee, (herein "Mortgagor or Mortgagors") and the Mortgagee, NBD Elk Grove Bank, an Illinois Banking Corporation whose address is 100 E. Higgins Road, Elk Grove Village, Illinois 60007 (herein "Lender").

THAT WHEREAS, the Lender has made a loan in the amount of \$750,000.00 to NBD Trust Company of Illinois, as Trustee under Trust Number 2755EG dated December 4, 1989 (herein "Borrower"), as evidenced by that certain note of the Borrower dated January 4, 1990 and due on January 1, 1991 with interest payable thereon as set forth therein, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, Linda K. Scobee and Richard H. Scobee have executed a Guaranty of said loan from the lender to the Borrower in the amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, it is a condition of said loan from the Lender to the Borrower that the Mortgagors herein collateralize their Guaranty, and the Mortgagors herein have agreed that the Lender shall have a lien upon and security interest in the below described Real Estate; and

WHEREAS, the Mortgagors, have executed, acknowledged and delivered this mortgage to secure any and all indebtedness, obligations and liabilities of the Mortgagors of every kind and nature arising under said Guaranty, all of said sums, obligations, indebtedness and liabilities being sometimes referred to as "principal sum of money" and "future advances" and collectively being sometimes referred to as the "Note";

NOW, THEREFORE, the Mortgagors do secure the payment of said principal sums, obligations, indebtedness and liabilities now due or owing and to become due and owing to Lender, however incurred or evidenced, whether by way of said Note/Guaranty and all notes/guarantees issued in replacement, renewal or extension thereof or in substitution therefor or otherwise, and to secure the performance and observance of the covenants and agreements contained in this Mortgage by the Mortgagors to be performed, and also in consideration of the sum of ONE DOLLAR in hand paid, the receipt of which is hereby acknowledged, the Mortgagors do by these presents hereby grant, remise, release, lien, convey and warrant unto the Lender, its successors and assigns all and singular, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the COUNTY OF COOK and STATE OF ILLINOIS, to wit:

Lot One Thousand Eight Hundred Forty Nine in Lancer Subdivision Unit 18, being a Subdivision of part of the Northwest Quarter (1/4) of Section 26, and part of the Northeast Quarter (1/4) of Section 27, Township 41, North, Range 10, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on May 19, 1976, as Document Number 2870365.

Permanent Tax Identification # 07-27-211-036

which has the address of 230 Brookhill Court, Schaumburg, Illinois 60193  
[Street] [City] [State and Zip Code]  
(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

NOTE IDENTIFIED

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Mortgagors covenant that Mortgagors are lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered except for encumbrances of record, and that Mortgagors will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

**UNIFORM COVENANTS.** Mortgagors and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Mortgagors shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Funds for Taxes and Insurance.** At the option of the Lender and subject to applicable law, Mortgagors shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Mortgagors interest on the Funds and applicable law permits Lender to make such a charge. Mortgagors and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Mortgagors, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Mortgagors any interest or earnings on the Funds. Lender shall give to Mortgagors, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Mortgagors' option, either promptly repaid to Mortgagors or credited to Mortgagors on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Mortgagors shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Mortgagors requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Mortgagors any Funds held by Lender.

3. **Renewal.** It is intended that this instrument shall also secure any extension or renewals of said Note/Guaranty up to a total amount of \$750,000.00.

4. **Charges; Liens.** Mortgagors shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Mortgagors making payments, when due, directly to the payee thereof. Mortgagors shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Mortgagor shall make payment directly, Mortgagors shall promptly furnish to Lender receipts evidencing such payments. Mortgagors shall promptly discharge any lien which has priority over this Mortgage; provided, that Mortgagors shall not be required to discharge any such lien so long as Mortgagors shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Mortgagors shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

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The insurance carrier providing the insurance shall be chosen by Mortgagors subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Mortgagors making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Mortgagors shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Mortgagors shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagors.

Unless Lender and Mortgagors otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagors. If the Property is abandoned by Mortgagors, or if Mortgagors fail to respond to Lender within 30 days from the date notice is mailed by Lender to Mortgagors that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Mortgagors otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Mortgagors shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagors and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

**7. Protection of Lender's Security.** If Mortgagors fail to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Mortgagors, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Mortgagors shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagors' and Lender's written agreement or applicable law. Mortgagors shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Mortgagors secured by this Mortgage. Unless Mortgagors and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Mortgagors requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under 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. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Mortgagors notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagors. In the event of a partial taking of the Property, unless Mortgagors and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Mortgagors.

If the Property is abandoned by Mortgagors, or if, after notice by Lender to Mortgagors that the condemnor offers to make an award or settle a claim for damages, Mortgagors fail to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Mortgagors otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

**10. Mortgagors Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Mortgagors shall not operate to release, in any manner, the liability of the original Mortgagors and Mortgagors' successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagors and Mortgagors' successors in interest.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

**12. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Mortgagors, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Mortgagors shall be joint and several. Notwithstanding anything to the contrary contained herein, all references to the plural "Mortgagors" shall include the singular "Mortgagor", when applicable. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**14. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagors or Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Mortgagors or Borrower at the Property Address or at such other address as Mortgagors or Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Mortgagors or Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagors, Borrower or Lender when given in the manner designated herein.

**15. Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Notes are declared to be severable.

**16. Mortgagors' Copy.** Mortgagors shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.

**17. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Mortgagors without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to

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11/15/2011

be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Mortgagors' successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Mortgagors from all obligations under this Mortgage.

If Lender exercises such option to accelerate, Lender shall mail Borrower and Mortgagors notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower or Mortgagors may pay the sums declared due. If Borrower or Mortgagors fail to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower or Mortgagors, invoke any remedies permitted by applicable law.

NON-UNIFORM COVENANTS. Mortgagors and Lender further covenant and agree as follows:

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Mortgagors hereby assign to Lender the rents of the Property, provided that Mortgagors shall, prior to acceleration or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

19. Future Advances. Upon request of Borrowers, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower in accordance within the terms and provisions of the Note referenced above. Such Future Advances, with interest thereon, shall be secured by this Mortgage. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ -0-.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Mortgagors. Mortgagors shall pay all costs of recordation, if any.

21. Waiver of Homestead. Mortgagors hereby waive all right of homestead exemption in the Property.

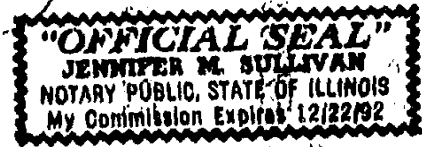
IN WITNESS WHEREOF, Mortgagors have executed this Mortgage.

Linda K. Scobee  
Linda K. Scobee - Mortgagor  
Richard H. Scobee  
Richard H. Scobee - Mortgagor  
Signing for the sole purpose of waiving  
Homestead Rights

0385793

STATE OF ILLINOIS, Cook County ss:  
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Linda K. Scobee & Richard H. Scobee Her Husband 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 they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.  
Given under my hand and official seal, this 4th day of January, 1990.  
My Commission Expires:

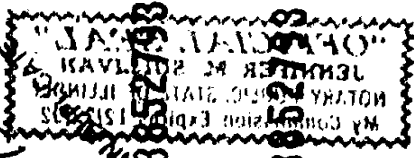
Jennifer M. Sullivan  
Notary Public



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1990 JAN 10 AM 11:35  
CAROL JOSELEY BRAUN  
REGISTRAR OF TITLES

Submitted by	
Address	3852793
Promised	
Delivered	
Assessed	3852793
Address	
Notified	