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FORM 4111

DOCUMENT NO.

STATUTORY FEDERAL TAX LIEN SEARCH

1476037

PRESENT PARTIES IN INTEREST:

Harris Bk Roselle 10126

DATE OF SEARCH:

787899

RESULT OF SEARCH:

None

6-5-90 cf

INTENDED GRANTEEES OR ASSIGNEES:

RESULT OF SEARCH:

Property of Cook County Clerk's Office

CHICAGO TITLE INS.
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CHICAGO TITLE INS.

NOTE IDENTIFIED

RECORDATION REQUESTED BY:

First American Bank
4949 Old Orchard Road
Skokie, IL 60077

WHEN RECORDED MAIL TO:

First American Bank
4949 Old Orchard Road
Skokie, IL 60077

SEND TAX NOTICES TO:

Harris Bank Roselle formerly ROSELLE STATE BANK AND TRUST COMPANY, A Corporation, as Trustee under the provisions of a Trust Agreement dated the 4th day of January, 1977, known as Trust Number 10126, 2401 W. Schaumburg Rd., Schaumburg, IL 60194

MORTGAGE

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

THIS MORTGAGE IS DATED MAY 12, 1990, between Harris Bank Roselle formerly ROSELLE STATE BANK AND TRUST COMPANY, A Corporation, as Trustee under the provisions of a Trust Agreement dated the 4th day of January, 1977, known as Trust Number 10126, whose address is 2401 W. Schaumburg Rd., Schaumburg, IL (referred to below as "Grantor"), and First American Bank, whose address is 4949 Old Orchard Road, Skokie, IL 60077 (referred to below as "Lender").

GRANTOR OF MORTGAGE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated January 4, 1977 and known as Harris Bank Roselle Trust # 10126 formerly Roselle State Bank and Trust Company, mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

LOT ONE THOUSAND EIGHT HUNDRED SIXTY SIX (1866) 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. The Real Property or its address is commonly known as 328 Clearbrook Ct., Schaumburg, IL 60193. The Real Property tax identification number is 07-27-211-053

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 Illinois Uniform Commercial Code. Borrower. The word "Borrower" means John R. Eliausk and Darlene C. Eliausk. Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated May 12, 1990, between Lender and Borrower with a credit limit of \$50,000.00, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Credit Agreement. The maturity date of this Mortgage is May 1, 1995. The interest rate under the revolving line of credit is a variable interest rate based upon an index. The index currently is 10.000% per annum. The interest rate to be applied to the outstanding account balance shall be at a rate 2.000 percentage points above the index for balances of \$24,999.99 and under, at a rate 1.000 percentage points above the index for balances of \$25,000.00 to \$49,999.99, and at a rate equal to the index for balances of \$50,000.00 and above, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the lesser of 18.000% per annum or the maximum rate allowed by applicable law. Existing indebtedness. The words "Existing indebtedness" mean the indebtedness described below in the Existing indebtedness section of this Mortgage. The word "Grantor" means Harris Bank Roselle formerly Roselle State Bank and Trust Company, Trustee under that certain Trust Agreement dated January 4, 1977 and known as Harris Bank Roselle Trust # 10126 formerly Roselle State Bank and Trust Company. The Grantor is the mortgagor under this Mortgage. Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness. Improvements. The word "improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property. Indebtedness. The word "indebtedness" means all principal and interest payable under the Credit Agreement 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 the Mortgage and each city, without limitation, the Mortgage secures a revolving line of credit, which obligates Lender to make advances to Borrower and obligates Borrower to pay to Lender the total outstanding balance owing at such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at

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any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, shall not exceed the Credit Agreement, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance. The lien of this Mortgage shall not exceed at any one time \$50,000.00.

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

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 accretions, 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" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Borrower's indebtedness to Lender.

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:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "and-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement of or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this Mortgage and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor and Borrower agree that Grantor's possession 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 tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "dispose," "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. 99-489 (SARA), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource, Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing. 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, and waste to Lender that: (1) 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 or under, or about 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 by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters. (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any servant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with the section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, damages, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance not covered by permit, or suffer any slipping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any member, whether including oil and gas, soil, gravel or rock products without the prior written consent of Lender.

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

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to

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MORTGAGE (Continued)

encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any the insurance policy, this report, or final the option issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the normal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of the Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation to Goldstone Realty Credit Corp. The existing obligation has a current principal balance of approximately \$89,850.00 and is in the original principal amount of \$90,000.00. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such Indebtedness, any default under the instruments evidencing such Indebtedness, or any default under any security documents for such Indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither in legal nor in fact accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage:

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repak or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Grantor or Lender in connection with the condemnation.

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Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

NOTICES TO GRANITOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Granitor, shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of the Mortgage. Any party may change its address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Granitor agrees to keep Lender informed at all times of Granitor's current address.

Attorneys' Fees; Expenses. If Lender initiates any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at that and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Credit Agreement rate. Expenses covered by this paragraph include, without limitation, however, subject to any limits under applicable law, Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining the reports (including foreclosure reports), surveys, reports, and appraisal fees, and the insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

Waiver, Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform a obligation of Granitor or Borrower under this Mortgage after failure of Granitor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under the Mortgage. Lender shall be entitled to recover Attorneys' Fees; Expenses, if Lender initiates any suit or action to enforce any of the terms of this Mortgage. Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at that and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Credit Agreement rate. Expenses covered by this paragraph include, without limitation, however, subject to any limits under applicable law, Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining the reports (including foreclosure reports), surveys, reports, and appraisal fees, and the insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Granitor's interest in all or any part of the Property. Lender after application of all amounts received from the exercise of the rights provided in this section. Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity. Sale of the Property. To the extent permitted by applicable law, Granitor or Borrower hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Notice of Sale. Lender shall give Granitor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Illinois Uniform Commercial Code. Collect Rents. Lender shall have the right, without notice to Granitor or Borrower, to take possession of the Property and collect the Rents, including amounts paid and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may cause any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Granitor irrevocably designates Lender as Granitor's attorney-in-fact to endorse instruments received in payment thereof in the name of Granitor and to recognize the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under the subparagragh, either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay. UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Illinois Uniform Commercial Code. Collect Rents. Lender shall have the right, without notice to Granitor or Borrower, to take possession of the Property and collect the Rents, including amounts paid and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may cause any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Granitor irrevocably designates Lender as Granitor's attorney-in-fact to endorse instruments received in payment thereof in the name of Granitor and to recognize the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under the subparagragh, either in person, by agent, or through a receiver.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law: Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay. UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Illinois Uniform Commercial Code. Collect Rents. Lender shall have the right, without notice to Granitor or Borrower, to take possession of the Property and collect the Rents, including amounts paid and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may cause any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Granitor irrevocably designates Lender as Granitor's attorney-in-fact to endorse instruments received in payment thereof in the name of Granitor and to recognize the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under the subparagragh, either in person, by agent, or through a receiver.

FULL PERFORMANCE. If Borrower pays all the indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Granitor under this Mortgage, Lender shall execute and deliver to Granitor a suitable satisfaction of the Mortgage and all the statements of formation of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Granitor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time. DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage: (a) Granitor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Granitor's income, assets, liabilities, or any other aspects of Granitor's financial condition. (b) Granitor does not meet the repayment terms of the credit line account. (c) Granitor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the use of funds for prohibited purposes.

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The Mortgage prepared by:

Maria Rikos
First American Bank
4949 Old Orchard Rd.
Skokie, IL 60077

By: [Signature] x, Authorized Signer

[Signature] x, Authorized Signer

Harris Bank Roselle formerly ROSELLE STATE BANK AND TRUST COMPANY, A Corporation, as Trustee under the provisions of a Trust Agreement dated the 15th day of January, 1977, known as Trust Number 10126

GRANTOR:

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

GRANTOR'S LIABILITY. This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor) hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Credit Agreement shall be construed as creating any liability on the part of Grantor personally to pay the Credit Agreement or any interest that may accrue thereon, or any other indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, at such liability, if any, being expressly waived by Lender and by every person, now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and his successors personally are concerned, the legal holder or holders of the Credit Agreement and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Credit Agreement and indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Credit Agreement and herein or by action to enforce the personal liability of any Guarantor or obligor, other than Grantor, on the Credit Agreement.

Waivers and Consent. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all in lot address secured by this Mortgage.

Time is of the Essence. There is of the essence in the performance of this Mortgage. Time is of the essence in the performance of this Mortgage. Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of foreclosure or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other person or circumstance. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Multiple Parties. All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

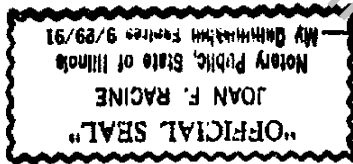
Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time provided by or for the benefit of Lender in any capacity, without the written consent of Lender.

08-12-1990
Loan No. 10032998755

MORTGAGE
(Continued)

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Property of Cook County Clerks



NOTARY PUBLIC

Joan F. Racine

Given under my hand and Notarial Seal this May 12, A.D., 1982

I, the undersigned a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bussell C. Shockey, Vice President and Beth J. Meyerhofer of Harris Bank Koselle and Asst. Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Asst. Secretary then and there acknowledged that said Asst. Secretary as Custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Asst. Secretary, own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.

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NOTICE OF INSURANCE REQUIREMENTS

Loan Date	Loan No	Call	Collateral	Customer No	Office	Branch
05-12-1990	10032986755	15	4		RE	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: John R. Eliasik
Darlene C. Eliasik
328 Clearbrook Ct.
Schaumburg, IL 60193

Lender: First American Bank
4949 Old Orchard Road
Skokie, IL 60077

Grantor: Harris Bank Roselle formerly ROSELLE STATE BANK AND TRUST COMPANY, A Corporation, as Trustee under the provisions of a Trust Agreement dated the 4th day of January, 1977, known as Trust Number 10126
2401 W. Schaumburg Rd.
Schaumburg, IL 60194

TO:

DATE: May 12, 1990

Dear Insurance Agent:

We, John R. Eliasik and Darlene C. Eliasik ("Borrower"), are obtaining a loan from First American Bank. Please send appropriate evidence of insurance to First American Bank, together with the requested endorsements, on the following property, which Harris Bank Roselle formerly ROSELLE STATE BANK AND TRUST COMPANY, A Corporation, as Trustee under the provisions of a Trust Agreement dated the 4th day of January, 1977, known as Trust Number 10126 ("Grantor") is giving as security for the loan.

Collateral: Real Estate at 328 Clearbrook Ct., Schaumburg, IL 60193.

Type. Fire and extended coverage.

Amount. \$50,000.00.

Basis. Replacement value.

Endorsements. Standard mortgagee's clause with stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender.

Deductibles. \$250.00.

BORROWER:

x John R. Eliasik
John R. Eliasik

x Darlene C. Eliasik
Darlene C. Eliasik

GRANTOR:

Harris Bank Roselle formerly ROSELLE STATE BANK AND TRUST COMPANY, A Corporation, as Trustee under the provisions of a Trust Agreement dated the 4th day of January, 1977, known as Trust Number 10126

By: Ruth J. Mayubrun
x, Authorized Signer
Asst. Secy.

By: Arnold Strickley VP
x, Authorized Signer

This instrument is executed by HARRIS BANK not personally but solely as Trustee, as aforesaid. The covenants and conditions to be performed hereunder by said bank are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against said bank by reason of any of the covenants, statements, or representations contained in this instrument.

MAIL TO:

First American Bank
4949 Old Orchard Road
Skokie, IL 60077

38863350

UNOFFICIAL COPY

Property of Cook County Clerk's Office

3886350

3886350
JUL 10 2010
CHICAGO
REGISTRY
[Signature]

DUPLICATE

Submitted by _____
Address 886350

Promised _____

Deliver cert. to _____

Address _____

Deliver duplicate trust

Deed to _____

Address _____

Notified _____

C.T.A. GRADSKI

CHICAGO TITLE INS.

6/29/27