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INDIVIDUAL MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned 32.0569

Mario Jurcik a married man married to Luci Jurcik ("Beneficiary") and American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated 10-5-87 and known as Trust No. 103687-02 ("Trustee")

of the Village of Elk Grove, County of Cook, State of Illinois, hereinafter referred to as the Mortgagor, do hereby Mortgage and Warrant to

COLONIAL BANK

an Illinois Association, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook ,State of Illinois, to wit:

SEL LEGAL DESCRIPTION ATTACHED HERETO AND MADE APART HEREOF

This document was prepared by: M. Prochenski, Colonial Bank 5850 W. Belmont Avenue, Chicago, Illinois 60634

TOGETHER with all the buildings and improvements now or hereafter erected thereon, including all gas and electric fixtures, plumbing, motors, boilers, furnances, ranges, refrigerators, and all apparatus and fixtures of every kind, whether used for the purpose of supplying or distibuting heat, refrigeration, light, water, air, power, or otherwise now in or which hereafter may be placed in any building or improvement upon said property; together with the rents, issues and profits of every name, nature and kind. It being the intention hereby to establish an absolute transfer and assignment to the Mortgages of all leases and avails of said premises and the furnishings and equipment therein. Such rents, issues and profits shall be applied first to the payment of ell costs and expenses of acting under such assignment, and second to the payment of any indebtedness then due or incurred hereunder.

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Lave of the State of Illinois, which said rights and benefits said Mortgagors do hereby release and waive.

This mortgage is given to secure performance by the Mortgagor of the covenants herein contained and the payment of a certain indebtedness to the Mortgagee evidenced by an Instalment Note of even date herewith in the principal sum of Six Hundred Sixty Eight Thousand Thousand and 00/100 Dollars (\$668,000.00) Toyable, as described in the Instalment Note secured hereby with a final payment, if not sooner paid, due September 1, 1993.

A. THE MORTGAGOR COVENANTS:

- (1) To repay the mortgagee all sums paid by it under the terms of the obligation secured hereby, together with interest as therein provided, and to repay all other sums paid or advanced by the mortgagee hereunder, together with interest thereon at the rate as described in the Note secured hereby whether such sums shall have been paid or advanced at the date hereof or at any time hereafter.
- (2) To pay when due all taxes and assessments levied against said property or any part thereof under any existing or future law, and to deliver receipts of such payments to the Mortgagee promptly upon demand.

NOTE IDENTIFIED

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LEGAL DESCRIPTION \$1212013

PARCEL 1:

A PARCEL OF LAND COMPRISED OF A PART OF EACH OF LOTS 3 AND 4 IN BLOCK 9, AND ALL OF LOTS 1 AND 2 IN BLOCK 10, TOGETHER WITH THE VACATED PART OF FOURTH AVENUE LYING BETWEEN BLOCKS 9 AND 10 IN STEELE AND BROWN'S ADDITION TO MAYWOOD BEING A SUBDIVISION OF THE 585.50 FEET SOUTH OF AND ADJOINING THE NORTH 504.90 FEET OF THE WEST 1148.00 FEET OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 19 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, INLINOIS.

PARCEL 2:

COMPRISING A PART OF EACH OF LOTS 40 TO 47 INCLUSIVE; TOGETHER WITH PART OF THE VACATED EAST AND WEST 14 FOOT ALLEY LYING NORTH OF AND ADJOINING LOTS 34 TO 47, IN BLOCK 1 IN DES PLAINES ADDITION TO MAYWOOD & SUBDIVISION OF 20 ACRES IN THE NORTH EAST 1/4 OF SECTION 14 AFCRESAID, WHICH PARCEL OF LAND, TAKEN AS A TRACT, LIES EASTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING ON THE SOUTH LINE OF WILCOX STREET (BEING ALSO THE NORTH LINE OF AFOREMENTIONED BLOCKS 9 AND 10 IN STEELE AND BROWN'S ADDITION TO MAYWOOD) AT A POINT WHICH IS 292.00 FEET EAST OF THE INTERSECTION IN BLOCK 4 IN 60 ID LINE WITH THE EAST LINE OF THE WEST 75.00 FEET OF LOTS 3 AND 4 IN BLOCK 4 IN SAID STEELE AND BROWN'S ADDITION TO MAYWOOD, AND RUNNING THENCE SOUTH ALONG A LINE PERPENDICULAR TO SAID SOUTH LINE OF WILCOX STREET, A DISTANCE OF 66.00 FEET; THENCE EAST ALONG 3 TIME PARALLEL WITH SAID SOUTH LINE OF WILCOX STREET, A DISTANCE OF 156.00 FEET; THENCE SOUTH ALONG A LINE, PERPENDICULAR TO LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 96.00 FEET; THENCE MAST ALONG A LINE PARALLEL WITH SAID SOUTH LINE OF WILCOX STREET, A DISTANCE OF 159.75 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 80.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 47, AFORESAID, IN COOK COUNTY, TILTNOIS.

PARCEL 3:

LOTS 48 TO 56, INCLUSIVE, LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND GREAT WESTERN RAILROAD RIGHT OF WAY, IN BLOCK 1, TOGETHER WITH THAT PART OF THE VACATED EAST AND WEST 14 FOOT ALLEY LYING NORTH OF AND ADJOINING BLOCK 1, WHICH LIES EAST OF THE WEST LINE OF LOT 48 EXTENDED NORTH, IN BLOCK 1 IN DES PLAINES ADDITION TO MAYWOOD, A SUBDIVISION OF 20 ACRES IN THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS.

Page 2 (continued) UNOFFICIAL COPY 9

PARCEL 4:

THE SOUTH 53 FEET OF THAT PART OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 783.20 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 14 AND 1148.00 FEET EAST OF THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION; THENCE EAST ALONG A LINE PARALLEL TO NORTH LINE OF SECTION, 322.00 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT 1083.50 FEET SOUTH OF THE NORTH LINE OF SECTION AND 1327.98 FEET EAST OF THE NORTH AND WEST 1/4 LINE OF SECTION; THENCE WEST ALONG A LINE PARALLEL TO NORTH LINE OF SECTION 179.98 FEET; THENCE NORTH 300.30 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, 1123NOIS.

PARCEL 5:

LOTS 57 TO 68, INCLUSIVE, LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF CHICAGO AND GREAT WESTERN RAILROAD RIGHT OF WAY LINE, IN BLOCK 1, TOGETHER WITH THAT PART OF THE VACATED EAST AND WEST 14 FOOT ALLEY LYING NORTH OF AND ADJOINING BLOCK 1, WHICH LIES EAST OF THE WEST LINE OF LOT 48 EXTENDED NORTH, IN SAID BLOCK 1, IN DES PLAINES ADOITION TO MAYWOOD AFORESAID, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1301 Greenwood, Maywood, IL
P.I.N.: 15-14-208-087, -083, -085, -054, -055, -056, -057, -059, -060, -061
-063, -058, -062 and -053 and 15-14-203-008

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- (3) Until said indebtedness is fully paid, or in case of foreclosure, until the expiration of the period of redemption, to keep the improvements now or hereafter on said premises insured for the full insurable value against damage by fire, tornado or other hazards, as the Mortgagee may require and in companies approved by its directors; and to pay or provide for payment of premiums on such insurance in any manner Mortgagee may request. Such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale and thereafter to the holder of any master's deed issued pursuant to such certificate of sale. In case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and in such case, the Mortgagor covenants to sign, upon demand, all receipts, vouchers and releases required to be signed by the insurance companies.
- maintain the same in good condition and repair; to pay promptly all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien of mechanics or materialmen shall attach to said property; and to suffer or permit no unlawful use of nor any nuisance to exist upon said property; not to weaken, diminish or impair the value of said property or the security intended to be effected by virtue of this mortgage by any act or omission to act; to appear in and defend any proceeding which, in the opinion of the Mortgagee, affects its security hareunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage.
- (5) Not to permit or suffer without the written permission or consent of the Mortgagee being first had and obtained, the use of said premises for the manufacture, sale or dispensing of alcohol or alcoholic beverages, or any use of said property for a purpose other than that for which the same is now used or represented to be used; and not to permit any alterations, additions to, demolition or removal of any of the improvements now or hereafter upon said property, nor a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof.
- (6) To provide for payment of takes, assessments and insurance premiums the Mortgagor shall deposit with the Mortgagee on each monthly payment date an amount equal to one-twelfth of the annual taxes and assessments levied against said premises and one-twelfth the annual premiums of all such incurance, as determined by the amount of the last available bills. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the Mortgagee is authorized to use such deposits for the purpose of paying taxes or assessments, or renewing insurance policies or paying premiums thereon, and in the event any deficit shall exist in the amount of such deposits, the Mortgagor agrees to pay any difference forthwith.

B. THE MORTGAGOR FURTHER COVENANTS:

(1) That in case of failure or inability to perform any of the covenants herein, the Mortgagee may do any act it may deem necessary to maintain or repair said property or to protect the lien of this mortgage. Any monies paid or disbursed by the Mortgagee for any such purpose and all expenses and charges in connection therewith shall become so much additional indebtedness secured by this mortgage and, at the election of the Mortgagee, shall be forthwith due and payable, together with interest thereon at the highest rate for which it may then be lawful to contract, or shall be added to and included in the principal

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mortgage indebtedness. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys in that behalf, as herein authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for that purpose nor do any act hereunder, nor shall the Mortgagee incur personal liability because of anything it may do or omit to do hereunder. liability because of anything it may do or omit to do hereunder.

- (2) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured and any deposits hereunder in the same manner as with the Mortgagor.
- That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said obligation or any extension or renewal thereof or if proceedings be instituted to enforce any other lien or tharge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of creditors, or if the Mortgagor or Mortgagor's property be placed under control of or in custody of any political or judicial body, or if the Mortgagor abandons any of said property or conveys the same without first obtaining the written consent of the Mortgagee, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without impairing the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder the Mortgagee hereunder without notice, to declare all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to forecase this mortgage.
- (4) That if the time or terms of payment of the whole or any portion of the obligation secured hereby be extended or modified by the Mortgagee, the Mortgagor and guaranters thereof, and any person or persons hereafter essuming the payment thereof, or any part thereof, shall be held nereby to waive notice of and consent to such extensions and midifications and shall, notwithstanding such extension or modification, continue liable thereon to said Mortgagee, and shall pay the same at the time or times mentioned in any such extension or modification agreements, it being the intention hereof that the liability of the Mortgagor, sureties and guarantors shall, under all circumstances whatsoever, continue in its original force until said obligation and the interest thereon and any advancements that may be made by the Mortgagee, as herein authorized, are paid in 111.
- That upon the commencement of any / reclosure proceedings hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under Mortgagor, and without regard to the then value of said premises or whether the same shall then be occupied by the owners of the equity of redemption, appoint a receiver with power to manage, rent, and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, either before or after any foreclosure sale, may be applied toward the payment of the indebtedness or any deficiency decree, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and sale of said premises, there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorney's fees and also all expenses of advertising, selling and conveying said premises, and all money's advanced, together with interest thereon as herein provided, for any taxes or other liens or assessments, outlays for documentary evidence, stenographer's charges, all title

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costs, master's fee, and cost of procuring or completing an abstract of title, guarantee policy or Torrens Certificate showing the whole title to said premises, and including the foreclosure decree and Certificate of Sale; there shall next be paid the principal indebtedness, whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale, and the overplus, if any, shall be returned to the Mortgagor. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of said indebtedness af'er the preparation or filing of any suit, and prior to the entry of any judgment or decree, a reasonable sum for legal services rendered to the time of such payment shall be allowed, which together with any sum paid for continuation of evidence of title, court costs and stenographer's charges, and expenses of such proceedings, shall be additional indebtedness hereby secured.

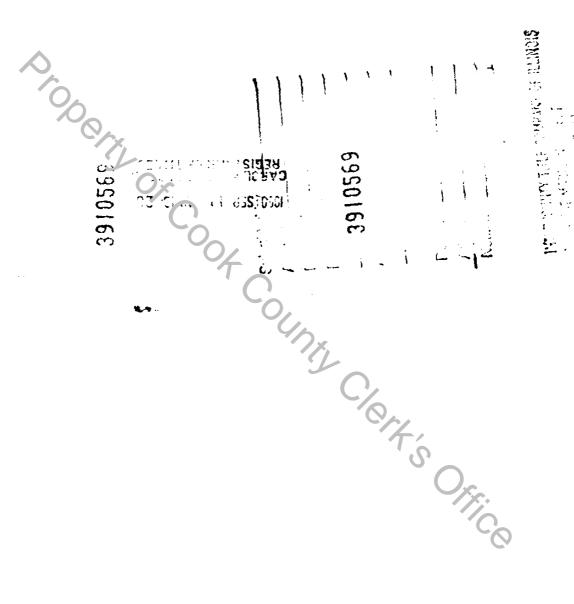
- (6) That each right, power and remedy herein conferred upon Mortgagee is cumulative with every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performence of any covenant herein or in said obligation shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the singular number, as used herein, shall include the plural; that all rights and obligation under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee.
- (7) The amount due hereunder may be accelerated at the option of the Mortgagee if the premises specifically described in this Mortgage are assigned, sold or transferred in any manner, including but not limited to deed, assignment, bill of sale or Articles of Agreement, without prior written acknowledgement of the Mortgagee; prepayment by the Mortgagor to be made without penalty.
- (8) The amount due hereunder may be accelerated at the option of the Mortgagee if there is find by or against Mortgagor, Guarantors, or any affiliate or subsidiary of any such Mortgagor or Guarantors a petition in bankrup'zy or insolvency or for reorganization or for the benefit of creditors unless within thirty (30) days after such occurence, the proceeding is dismissed.
- (9) Without Mortgagee's written consent thereto, which will not be unreasonalby withheld, neither the Mortgagor nor the Guarantors hereof may pledge as collateral security for any other loans obtained by either of them any of the collateral described herein.
- (10) The Mortgagor hereby waives any and all rights of statutory redemption to the real estate described herein upon a foreclosure of the Mortgage.
- (11) The Mortgagor hereby agrees to provide or cause to be provided to Mortgagee, upon Mortgagee's reasonable request, current personal financial statements on Mortgagee's form and the U.S. individual income tax returns of all Guarantors of the Obligation secured hereby and the compiled financial statements relative to the real estate described herein prepared by an independent certified public accountant and certified by the Guarantors to be complete and correct and the U.S. income tax returns and any and all related business statements Mortgagee may require.
- (12) The amount due hereunder may be accelerated at the option of Mortgagee if the premises specifically described in this Mortgage or any portion thereof is abandoned, vacated or left unattended by the Mortgagor or the Guarantors of the Obligation secured hereby.

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The Mortgagor, and each Guarantor hereof shall pro vide within a reasonable time not to exceed Thirty (30) days, receipt of any such knowledge to Mortgagee, all information on any incident which may cause a material adverse change in the financial condition of Mortgagor, any Guarantor or any affiliate or subsidiary of any such Mortgagor or Guarantor. Information as used herein shall include, but not be limited to changes in financial condition, claims, lawsuits, bankruptcies, tax assessments and/or death.

		nereunto set my hand and seal, A.D.
this 13th day of	Mugust, 1990	American National Bank and Trust Company
		of Chicago, Trustee aforesaid and not
	(/	personally
BY:		BY:
Marid Jurcik		
		ATTEST:
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This Mortgage is er and ed by	y the American National Bank a	and Trust Company of Chicago, not personally but as Trustee as aforesaid
in the exercise of the power and ruther	rity conferred upon and vested	in it as such Trustee (and said American National Bank and Trust Company
of Chicago, hereby warrants that it por	iesses full power and authority	to execute this instrument), and it is expressly understood and agreed that any liability on the said First Party or on said American National Bank and
nothing herein or in said note contain	to a with said note or any inte	rest that may accrue thereon, or any indebtedness accruing hereunder, or to
nerform any covenant, warranty or ind	emply, of wer express or implie	d herein contained, all such liability, if any, being expressly waived by
Mostowere and by every person now or	r hereafter c'am'ng any right or	security hereunder, and that so far as the First Party and its successors and
said American National Bank and Trus	st Company of Cuicago persona	illy are concerned, the legal holder or holders of said note and the
owner or owners of any indebtedness a	ceruing hereunfer hall look so	slely to the premises hereby conveyed for the payment thereof, by the
enforcement of the lien hereby created	, in the manner war in and in s	aid note provided or by action to enforce the personal liability of the
guarantor, if any.		
IN WITNESS WHEREOF	. American National Bank and	'a ust Company of Chicago, not personally but as Trustee as aforesaid,
has caused these presents to be signed	by one of its Vice-President, o	r Assistant Vice-Presidents, and its corporate seal to be hereunto affixed
and attested by its Assistant Secretary,	the day and year first above with	(t' ≠n.
		ENCAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
	TeA	rusted to processed and not presentally,
		By John John John John John John John John
		ATTEST
STATE OF ILLINOIS		Agestabl Secretary
COUNTY OF COOK) ss.	KULA DAVIDSON	10 .
1.		a Notary Public, in and for se's County, in the State aforesaid,
F	HOHANSEN	
DO HEREBY CERTIFY, INST		Vice-President of the AME.UC/NNATIONAL BANKAND TRUST
COMPANY of Chicago, andCI	aire Rosati Feley	
to me to be the same persons whose na	mes are subscribed to the foreg	oing instrument as such Vice-President, and Ar listant Secretary,
respectively, appeared before me this d	ay in person and acknowledged	oing instrument as such Vice-President, and Ar listant Secretary, that they signed and delivered the said instrument as their own free and ustee as aforesaid, for the uses and purposes the eir set forth; and the
voluntary act and as the free and volunt	ary act or said Company, as In	dian of the corporate seal of said Company, did aff x it a corporate seal
of said Company to said instrument as	his com free and voluntary act a	nd as the free and voluntary act of said Company, as Tive ee as aforesaid,
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COUNTY OF COOK)

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INTERCOUNTY THEE COMPANY OF HELINOIS
THE WIST MAN SON STREET
UNIDAGO, HELINOIS 60502 ·

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