

12-10-103-006

P-I-N : 12-10-103-005

ILLINOIS 60015

STREET ADDRESS: 5225-35 NORTH ROSE ST., ROSEMONT,

LOTS 13 AND 14 IN FOSTER-RIVER ROAD INDUSTRIAL SUBDIVISION UNIT 1 OF
PART OF LOT 5 IN HENRY HACHEMISTER'S SUBDIVISION OF PARTS OF SECTIONS 9
AND 10, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL
MERIDIAN ACCORDING TO THE PLAT REGISTERED IN THE OFFICE OF REGISTRAR OF
TITLES OF COOK COUNTY, ILLINOIS SEPTEMBER 25, 1964 AS DOCUMENT NUMBER
2173750 IN COOK COUNTY, ILLINOIS.

EXHIBIT A

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THIS MORTGAGE IS JUNIOR AND SUBORDINATE TO A CERTAIN MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT TO RIVER FOREST STATE BANK AND TRUST COMPANY DATED SEPTEMBER 5, 1989 AND RECORDED SEPTEMBER 14, 1989, AS DOCUMENT NO. LR3824974.

REVOLVING CREDIT JUNIOR COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS MORTGAGE is dated as of February 1, 1991, and is executed by Cole Taylor Bank, as Trustee of Trust No.89-4155 under Trust Agreement dated August 11, 1989 and not personally, located at 350 E. Dundee Rd., Wheeling, Illinois 60090, ("Borrower"), the record owner of the Premises, as hereinafter defined, in favor of Cole Taylor Bank, an Illinois banking corporation located at 350 E. Dundee Rd., Wheeling, Illinois ("Lender").

WITNESSETH:

Arvil O. Stapp has executed a promissory note ("Stapp Note") dated as of the date of this Mortgage, payable to the order of Lender, in the principal amount of Fifty Thousand and 00/100's Dollars (\$ 50,000.00). Interest on the outstanding principal balance of the Stapp Note shall accrue at the rate of Lender's prime rate plus one and one-half percent per annum. The principal and interest of the Stapp Note are payable as follows: interest is payable monthly on the first day of each month beginning on April 1, 1991, and on the first day of each month thereafter, with a final payment of all accrued and unpaid interest on September 1, 1991; principal is payable in five installments of \$8,333.33 each, on April 1, 1991, and on the first day of each month thereafter, and a final installment of all unpaid principal, and all accrued interest, on September 1, 1991. Taylor Distributors, Inc. has executed a promissory note (the "Taylor Note") dated December 1, 1989, payable to the order of Lender, in the principal amount of One Million Six Hundred Fifty Thousand and 00/100's Dollars (\$1,650,000.00). Interest on the outstanding principal of the Taylor Note accrues at the rate of Lender's prime rate plus one and one-half percent per annum. The principal and interest of the Taylor Note are payable as follows: interest is payable monthly on the first day of each month, beginning January 1, 1990, and principal and all accrued and unpaid interest are due on demand. Amounts under the Taylor Note may be borrowed and repaid on a revolving-credit basis. Arvil O. Stapp and Taylor Distributors, Inc. are hereinafter, individually and collectively, as applicable, referred to as "Obligor".

If the aforementioned interest rate mentions Lender's "prime rate," such prime rate means the prime rate as defined in the Stapp Note or the Taylor Note, as applicable, or, if the Stapp Note or the Taylor Note contains no definition of prime rate, then prime rate means the rate of interest established from time to time by Lender as its prime rate, and used by it in computing interest on those loans on which interest is established with relationship to the Lender's prime rate, all as shown on the books and records of Lender, which prime rate will fluctuate hereunder from time to time concurrently with each change in Lender's prime rate, with or without notice to anyone. Nothing herein contained shall be construed as defining "prime rate" as the rate charged by Lender to its most credit-worthy customers. Interest on the outstanding principal balance of the Stapp Note and the Taylor Note (hereinafter, collectively, the "Notes") shall be increased to the rate of four percent (4%) in excess of the aforesaid rate then in effect, after maturity, default or demand, as applicable, of or under either of the Notes.

To secure payment of the indebtedness evidenced by the Notes and the hereinafter defined Liabilities, including, without limitation, future advances, if any, on the Notes, prior to their express maturity dates or prior to demand, as applicable and in all events prior to twenty (20) years from the date hereof, to the same extent as if such advances were made on the date of the Notes,

2 Notes Identified

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1. Duty To Maintain Premises and Title to Premises. Borrower shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep the premises in good condition and repair, without waste, and, except for this Mortgage and the First Mortgage, free from any encumbrances, mechanic's liens or other liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises, and

further, Borrower warrants, covenants and agrees as follows:

the due dates of such rents. not hereafter collect or accept payment of any rents of the premises prior to anticipation or prepayment of the rents for the premises and that Borrower will amounts, that at the time of execution of this Mortgage there has been no prevent lender from exercising any rights pursuant to such rents or other acts or has not executed, and will not execute, any instrument which would "First Mortgage", that Borrower has not performed, and will not perform, any connection with said River Forest Bank's first mortgage on the premises (the "First Mortgage") in River Forest Bank and Trust Company ("River Forest Bank") in covenants that Borrower has not executed any prior assignment of said rents further as to the existence of a default by Borrower or obligor. Borrower hereby demand therefor without any liability on the part of said tenant to inquire premises shall pay such rents to lender or lender's agents on lender's written collect, receive and enjoy such rents. Borrower agrees that each tenant of the hereof shall give to lender the right to foreclose this Mortgage, Borrower may hereinafter defined, shall occur or an event shall occur, which under the terms and not available to anyone other than Borrower, that until a default, as covenant applicable to Borrower only, and not as a limitation or condition hereof Lender's agents. Lender by acceptance of this Mortgage agrees, as a personal and hereby directing each tenant of the premises to pay such rent to lender or authorizing lender or lender's agents to collect the aforesaid rents and revenues demand, sue for and recover the same when due or payable, Borrower hereby premises, together with the right, but not the obligation, to collect, receive, or any other agreement for the occupancy or use of all or any part of the rent or for security, under any and all present and future leases of the premises limitation, all rents, taxes, profits, revenues, royalties, bonuses, rights and written or verbal, rents, issues and profits of the premises, including without further, Borrower does hereby pledge and assign to lender, all leases,

as adopted in the state of Illinois. fixture filing in accordance with the provisions of the Uniform Commercial Code Cook County, Illinois shall also operate, at the time of such filing, as a Borrower agrees that the filing of this mortgage in the real estate records of foregoing are goods which are or shall become fixtures on the premises, and hereto and all persons claiming by, through or under them. Portions of the premises and a portion of the security for the liabilities as between the parties to the premises. The foregoing items are and shall be deemed a part of the or used in connection with the premises and whether or not physically attached the premises or hereafter erected, installed or placed on or in the premises, and windows, floor coverings, awnings, stoves and water heaters, whether now on single units or centrally controlled) and all screens, window shades, storm doors air conditioning, water, light, power, refrigeration or ventilation (whether general intangibles, furniture, fixtures, apparatus, machinery and equipment, premises, and all types and kinds of goods, inventory, accounts, chattel paper, appurtenances, gas, oil, minerals, easements located in, on, over or under the "premises", together with all improvements, buildings, tenements, hereditaments, A attached hereto and made a part hereof, which is referred to herein as the being in the County of Cook, and state of Illinois, legally described in Exhibit 1. Borrower does by these presents CONVEY and MORTGAGE unto Lender, all of Bor-

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Insurance. Borrower shall keep all buildings and improvements now or hereafter situated on the premises insured against loss or damage by fire, lightning, windstorm and such other hazards as may from time to time be designated by Lender, including, without limitation, flood damage, where Lender is required by law to have the loans evidenced by the Notes so insured. Each insurance policy shall be for an amount sufficient to pay the cost of replacing or repairing the buildings and improvements on the premises; all policies shall be issued by companies satisfactory to Lender. Each insurance policy shall be payable, in case of loss or damage, to River Forest Bank and to Lender as their respective interests appear. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Lender. Borrower shall deliver all insurance policies, including additional and renewal policies, to Lender. In case of insurance about to expire, Borrower shall deliver to Lender renewal policies not less than ten days prior to the respective dates of expiration. Upon the occurrence of any event insured against by any of the aforementioned insurance policies, and the receipt of insurance proceeds by Lender, Lender shall, at its option, after payment of all of Lender's costs and expenses with respect thereto, including outside or in-

Insurance. Borrower shall keep all buildings and improvements now or hereafter situated on the premises insured against loss or damage by fire, lightning, windstorm and such other hazards as may from time to time be designated by Lender, including, without limitation, flood damage, where Lender is required by law to have the loans evidenced by the Notes so insured. Each insurance policy shall be for an amount sufficient to pay the cost of replacing or repairing the buildings and improvements on the premises; all policies shall be issued by companies satisfactory to Lender. Each insurance policy shall be payable, in case of loss or damage, to River Forest Bank and to Lender as their respective interests appear. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Lender. Borrower shall deliver all insurance policies, including additional and renewal policies, to Lender. In case of insurance about to expire, Borrower shall deliver to Lender renewal policies not less than ten days prior to the respective dates of expiration. Upon the occurrence of any event insured against by any of the aforementioned insurance policies, and the receipt of insurance proceeds by Lender, Lender shall, at its option, after payment of all of Lender's costs and expenses with respect thereto, including outside or in-

Non-Exclusivity and Preservation of Remedies. No remedy or right of Lender hereunder shall be exclusive. Each right and remedy of Lender with respect to this Mortgage shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Lender in exercising, or omission to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acceptance therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Lender.

Condemnation. Any awards of damage resulting from condemnation proceedings, exercised of the power of eminent domain, or the taking of the premises for public use are hereby transferred, assigned and shall be paid to Lender and the proceeds or any part thereof may be applied by Lender, after the payment of all of its expenses, including costs and attorneys' fees, to the reduction of the indebtedness secured hereby and Lender is hereby authorized, on behalf and in the name of Borrower, to execute and deliver valid acquittances and to appeal from any such award.

Taxes, Assessments and Charges. Borrower shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water charges, drainage charges, sewer service charges, and other charges against the premises. Borrower shall, upon written request, furnish to Lender duplicate paid receipts for such taxes, assessments and charges. To prevent default hereunder Borrower shall pay in full, prior to such tax, assessment or charge becoming delinquent, under protest, in the manner provided by statute, any tax, assessment or charge which Borrower may desire to contest.

upon request exhibit satisfactory evidence of the discharge of such lien to Lender; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon the premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the premises and the use of the premises; (f) refrain from impairing or diminishing the value of the premises.

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9.2 Responsible Property Transfer Act, Borrower warrants and represents to Lender that the Premises are not subject to the Responsible Property Transfer Act of 1988 of the state of Illinois (the "Act"),

9.1.4 that any portion of the Premises or of any other property or assets of Borrower or Obligor, real or personal, is subject to any lien arising under any federal, state or local environmental, health and safety statutes or regulations.

9.1.3 that Borrower or Obligor is the subject of any federal, state or local investigation evaluating whether any remedial action is needed to respond to any Environmental Contamination, alleged or otherwise;

9.1.2 that Borrower's or Obligor's business or operations are not in full compliance with requirements of federal, state or local environmental, health and safety statutes or regulations;

9.1.1 any such Environmental Contamination;

9.1 Environmental Warrants and Representations. Borrower warrants and represents to Lender that no release of any petroleum, oil or chemical liquids or solids, liquid or gaseous products or hazardous waste or any other pollution or contamination ("Environmental Contamination") has occurred or is existing on any portion of any Premises or, to the best knowledge of Borrower, on any other real estate now or previously owned, leased, occupied or operated by Borrower or Obligor or with respect to Borrower's or Obligor's business and operations, and neither Borrower nor Obligor has received notice, oral or written, from any source, of any of the following occurrences:

9. Environmental Matters

8. No Inquiry for Expenses. If Lender makes any payment authorized by this Mortgage relating to taxes, assessments, charges or encumbrances, Lender may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

7. Expenses. Upon Default hereunder, and at any time during a suit to foreclose the lien of this Mortgage and prior to a sale of the Premises, Lender may, but need not, make any payment or perform any act required of Borrower hereunder in any form and manner deemed expedient by Lender, and Lender may, but need not, make full or partial payments of principal or interest on any encumbrances affecting the Premises and Lender may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes authorized in this Mortgage and all expenses paid or incurred in connection therewith, including outside or in-house attorneys' fees, and any other moneys advanced by Lender to protect the Premises or the lien hereof, plus reasonable compensation to Lender for each matter concerning which action herein authorized may be taken, shall be additional liabilities and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post default interest rate set forth in the Notes. Inaction of Lender shall never be considered as a waiver of any right accruing to Lender on account of any Default hereunder.

house attorneys' fees, apply such proceeds to the reduction of the liabilities, in such order of application as Lender may determine.

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or, if the premises are subject to the Act, Borrower has delivered to Lender a complete and accurate Disclosure Document required under the Act.

9.3 Environmental Covenants and Agreements. Borrower covenants and agrees, until all liabilities are paid in full:

9.3.1 Borrower shall not cause or permit to exist any Environmental Contamination on any portion of the premises or on any portion of any other real estate now or hereafter owned, leased, occupied or operated by Borrower or Obligor, or with respect to the business and operations of Borrower or Obligor.

9.3.2 Borrower shall immediately notify Lender of its or Obligor's receipt of any notice, oral or written, of the type described in Paragraph 9.1 of this Mortgage.

9.4 Environmental Indemnification. Borrower hereby indemnifies and holds Lender harmless from and against all losses, costs, claims, causes of action, damages (including special, consequential and punitive damages), and including in-house or outside attorneys' fees and costs, incurred by Lender and in any manner related to or arising from the breach of any of the foregoing warranties, representations, covenants, agreements or Lender's becoming liable, in any manner whatsoever, under the Act or for any Environmental Contamination of the premises or on any other real estate previously, now or in the future owned, leased, occupied or operated by Borrower or Obligor or occurring with respect to Borrower's or Obligor's business or operations, which indemnification shall survive the payment in full of the liabilities.

9.5 Environmental Defaults. The breach of any warranties, representations, covenants or agreements contained in Paragraphs 9.1 through 9.4 of this Mortgage or the giving to Borrower or Obligor of any notice of the type described in Paragraph 9.1 of this Mortgage (regardless of whether any Environmental Contamination of the type described in Paragraph 9.1 of this Mortgage has occurred and regardless of whether Borrower has notified Lender of the receipt of any such notice) shall entitle Lender to accelerate the maturity of all liabilities, and all such liabilities shall become immediately thereafter due and payable, and if payment thereof is not immediately made, Lender shall have all remedies stated in this Mortgage or otherwise available to it.

9.6 Environmental Provisions Binding on Beneficiaries. If Borrower is a land trustee, all warranties, representations, covenants and agreements contained in Paragraphs 9.1 through 9.4 of this Mortgage shall also apply and refer to any beneficiaries of the land trust of which Borrower is trustee.

10. Default. Upon Default, at the sole option of Lender, the Notes and any other liabilities shall become immediately due and payable and Borrower shall pay all expenses of Lender including in-house and outside attorneys' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Lender's rights in the premises and other costs incurred in connection with the disposition of the premises. The term "Default" when used in this Mortgage means (a) any one or more of the events, conditions or acts, if any, defined as a "Default" in either of the Notes, all of which are hereby incorporated by reference herein; (b) the failure of Borrower or, if applicable, Obligor to pay either of the Notes, in accordance with its terms or upon demand, as

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13. Acceleration. When any of the liabilities shall become due whether by acceleration or otherwise, Lender shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Lender for outside or in-house attorneys' fees, appraisers' fees, outlays for documentary and expert evidence,

12. Definition of Liabilities. "Liabilities" means all obligations of Borrower or Obligor or, if Borrower is a land trustee, any beneficiaries of the land trust of which Borrower is trustee, to Lender for payment of any and all amounts due under either of the Notes, this Mortgage and of any and indebtedness, or for performance of any contractual duty of every kind and nature of Borrower or Obligor or such beneficiaries or any guarantor of either of the Notes to Lender, including all contractual duties under the Loan and Security Agreement, in all cases however created, arising or evidenced, whether direct or indirect, absolute or contingent, joint or several, now or hereafter existing, due or to become due and howsoever owned, held or acquired, whether through account, overdraft, purchase, direct loan or as collateral, or otherwise. "Liabilities" also includes all amounts so described herein and all costs of collection, legal expenses and in-house or outside attorneys' fees incurred or paid by Lender in attempting the collection or enforcement of either of the Notes or this Mortgage, or any extension or modification of this Mortgage or either of the Notes, any guaranty of either of the Notes, or any other indebtedness of Borrower or Obligor or the aforementioned beneficiaries or any guarantor of either of the Notes to Lender, or in any legal proceeding occurring by reason of Lender's being the mortgagee under this Mortgage or any extension or modification thereof or the payee under either of the Notes or any extension or modification thereof, including but not limited to any declaratory judgment action, or in the repossession, custody, sale, lease, assignment or other disposition of any collateral for either of the Notes. Notwithstanding anything contained herein to the contrary, in no event shall the lien of this Mortgage secure outstanding liabilities in excess of 200% of the aggregate original stated principal amounts of the Notes.

11. Due on Sale. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Borrower of an encumbrance of any kind, conveyance, contract to sell, or transfer of the premises, or any part thereof, or possession of the premises, shall be made without the prior written consent of Lender. If Borrower is a land trustee, no sale, assignment, grant of an encumbrance of any kind, conveyance or contract to sell or transfer the premises or any part thereof or all or any part of the beneficial interest in the land trust of which Borrower is trustee, or transfer of occupancy or possession of the premises, or any part thereof, shall be made by the Borrower or any other person without the prior written consent of the lender. Beneficiaries of such land trust without the prior written consent of the lender.

applicable; (c) the failure of Borrower or, if applicable, Obligor, to comply with or to perform any representation, warranty, term, condition, covenant or agreement contained in this Mortgage, either of the Notes or any instrument securing any liabilities; (d) the occurrence of an event of default under that certain Loan and Security Agreement between Taylor Distributors, Inc. and Lender dated February 18, 1988 as from time to time thereafter amended (the "Loan and Security Agreement"); (e) the occurrence of any event, described in this or any other document, giving Lender the right to accelerate the maturity of any of the liabilities or constituting a default of any of the liabilities, or (f) if Borrower is a land trustee, the failure of any beneficiaries of the land trust of which Borrower is trustee to comply with or perform any covenant or agreement contained in any instrument securing the liabilities.

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17. Inspection. Lender shall have the right, but not the obligation, in its sole discretion, to inspect the Premises at all reasonable times and access

16. Unavailability of Certain Defenses. No action for the enforcement of the Lien or of any provision of this Mortgage shall be subject to any defenses which would not be good and available to the party interposing the same in an action at law upon either of the Notes.

15. Receiver. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, as otherwise permitted by the Illinois Mortgage Foreclosure Law, the court in which such suit is filed may appoint a receiver of the premises, or may appoint the Lender as a mortgagee-in-possession of the premises. Such receiver, or Lender as mortgagee-in-possession, shall have power to collect the rents, issues and profits of the premises and shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the premises.

14. Proceeds of Foreclosure. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, to the reasonable expenses of such sale; second, to the reasonable expenses of securing possession of the premises before sale, holding, maintaining and preparing the premises for sale, including payment of taxes and other governmental charges, premiums on hazard and liability insurance, management fees, reasonable outside or in-house attorneys' fees, payments pursuant to Section 15-1505 of the Illinois Mortgage Foreclosure Law or otherwise authorized in this mortgage and other legal expenses incurred by Lender; third, to the satisfaction of claims in the order of priority adjudicated in the judgment of foreclosure, and with respect to the liabilities, first to all items which, under the terms of this Mortgage, constitute liabilities secured by this Mortgage additional to that evidenced by the Notes, with interest thereon as herein provided, second to interest remaining unpaid on the liabilities evidenced by the Notes and third to unpaid principal of the liabilities evidenced by the Notes; fourth, to remittance of any surplus to Borrower, or if Borrower is a land trustee to the beneficiaries of the land trust of which Borrower is trustee, or as otherwise directed by the court.

strengtheners, charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Lender. All expenditures and expenses mentioned in this paragraph shall become additional liabilities and shall be immediately due and payable, with interest thereon at a rate equivalent to the post-default rate set forth in the Notes or herein, when paid or incurred by Lender. This paragraph shall also apply to any expenditures or expenses incurred or paid by Lender or on behalf of Lender in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Lender shall be a party, as plaintiff, claimant, defendant or otherwise, by reason of this Mortgage or any liabilities; or (b) preparations for the commencement of a suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of either of the Notes or any instrument which secures either of the Notes after default or demand, as applicable, under either of the Notes, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might effect the premises or the security hereof, whether or not actually commenced.

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21. Binding on Assigns. This mortgage and all provisions hereof, shall extend to and be binding upon Borrower and all persons or parties claiming under or through Borrower. The singular shall include the plural, the plural

of application as a credit against the liabilities. Prior to the sale of the premises, any funds held by Lender at the time of foreclosure proceedings, Lender shall apply, no later than immediately prior to the sale of the premises, to the completion of any Liabilities, Lender shall promptly refund to Borrower any funds held by Lender requesting payment thereof. Upon payment in full of all up the deficiency within 10 days from the date notice is mailed by Lender as they fall due, Borrower shall pay to Lender any amount necessary to make shall not be sufficient to pay taxes, assessments and insurance premiums Funds, at Borrower's option. If the amount of the funds held by Lender repaid to Borrower or credited to Borrower on monthly installments of due, such excess shall, if requested by Borrower, be either promptly required to pay said taxes, assessments and insurance premiums as they fall of taxes, assessments and insurance premiums shall exceed the amount the future monthly installments of funds payable prior to the due dates has occurred. If the amount of the funds held by Lender, together with Liabilities, without prior notice to Borrower, whether or not a default hereby pledges the funds as additional security for the payment of the and the purpose for which each debit to the funds was made. Borrower request, an accounting of the funds showing credits and debits to the funds Funds. Lender shall give to Borrower without charge, on Borrower's written shall not be required to pay Borrower any interest or earnings on the Funds to pay said taxes, assessments, and insurance premiums. Lender (including Lender if Lender is such an institution). Lender shall apply accounts of which are insured or guaranteed by a Federal or state agency thereof. The funds shall be held in an institution the deposits or Lender on the basis of assessments and bills and reasonable estimates insurance, all as reasonably estimated initially and from time to time by premiums, plus one-twelfth of yearly premium installments for hazard "Funds" equal to one-twelfth of the yearly taxes and assessments on the payable under the Note, until the Notes are paid in full, a sum (herein Lender on the day monthly installments of principal and/or interest are Taxes and Insurance. On written request by Lender, Borrower shall pay to

19. Waiver of Statement by Borrower. Borrower shall, within ten days of a written request therefor from Lender, furnish Lender with a written statement duly acknowledged, setting forth the then outstanding balance of the Note and that there are no rights of set-off, counterclaim or defense which exist against such balance or any of the other liabilities.

18. Release. Lender shall release this mortgage by a proper release upon Payment in full of the Notes and all liabilities, and thereupon Lender shall pay all expenses, including recording fees and otherwise, to release its security interest hereby created. If Borrower or, if applicable, Obligor, is entitled to make future draws and repayments under either of the Notes, under a revolving credit arrangement, in the event that the outstanding balance of the applicable Note has been paid in full and upon receipt by Lender of a written request to reduce the amount which Lender is obligated to loan Borrower, or if applicable, Obligor, under such applicable Note to less than \$5,000.00, Lender shall release this mortgage to the extent the mortgage secures payment of the applicable Note, and Lender shall pay all expenses of such release.

thereo shall be permitted for that purpose. The foregoing does not relieve Borrower from any obligation, under this Mortgage, either of the Notes or any other instrument securing the liabilities, to maintain the

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(SEAL)

By: [Signature]
 Title: Vice President
 Attest: [Signature]
 Title: Asst. Sec.
 BORROWER: COLE TAYLOR BANK,
 AS TRUSTEE OF TRUST NO. 89-4155,
 UNDER TRUST AGREEMENT DATED
 August 11, 1989, AND NOT PERSONALLY

WITNESS Borrower has executed and delivered this Mortgage as of the day and year set forth above.

25. Governing Law; Severability. This Mortgage has been made, executed and delivered to lender in Illinois and shall be construed in accordance with the internal laws of the state of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

24. Waiver of Homestead. Borrower hereby waives and conveys to lender any rights or estate of homestead in the premises which Borrower may now or hereafter have under the laws of the state of Illinois. If anyone in addition to Borrower has executed this Mortgage, such person, by his or her signature, hereby waives and conveys to lender any rights or estate under the laws of the state of Illinois, and the signature of such person is made solely for purposes of such waiver or conveyance.

23. Special Provisions Concerning Land Trustee. If Borrower is a land trustee, the Mortgage is executed by Borrower not personally, but as Trustee in exercise of the power and authority conferred upon and vested in it as such Trustee, and insofar as said Trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof and through enforcement of the provisions of any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against Borrower, as Trustee, because or in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of said Trustee, if any, being expressly waived in any manner.

22. WAIVER OF REDEMPTION AND REINSTATEMENT. IF THE PREMISES ARE NOT RESIDENTIAL REAL ESTATE AS DEFINED IN THE ILLINOIS MORTGAGE FORECLOSURE LAW, BORROWER HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM ANY JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON CLAIMING THROUGH BORROWER AS A SUCCESSOR, AND AGAIN IF THE PREMISES ARE NOT RESIDENTIAL REAL ESTATE AS DEFINED IN THE ILLINOIS MORTGAGE FORECLOSURE LAW, BORROWER FURTHER HEREBY WAIVES ANY RIGHTS OF REINSTATEMENT TO CURE A DEFAULT AFTER THE LIABILITIES HAVE BEEN ACCELERATED BY REASON OF SUCH A DEFAULT, ON ITS OWN BEHALF AND ON BEHALF OF ANY PERSON CLAIMING A RIGHT OF REINSTATEMENT AS A SUCCESSOR TO BORROWER.

shall mean the singular and the use of any gender shall be applicable to all genders. The word "Lender" includes the successors and assigns of lender.

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GLOOR: MFG-STAP

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OFFICIAL SEAL
ERMA FABIAN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT. 22, 1992

My Commission Expires: _____

(SEAL)

NOTARY PUBLIC

Erma Fabian

19 91.

Given under my hand and notarial seal this 27th day of March,

I, Erma Fabian, a Notary Public in and for said county, in the state aforesaid, hereby certify that on the 27th day of March, 19 91, personally appeared before me Phyllis Lindstrom and Sharon Mikosz known to me to be the same persons whose names are subscribed to the foregoing Mortgage and known to me to be the Vice President and Asst. Sec. _____, respectively, of Cole Taylor Bank, a(n) _____ banking (corporation) (association), as Trustee, and acknowledged and agreed that they signed the foregoing Mortgage, as said officers, and affixed the seal of said (corporation) (association) thereto, as Trustee, all for and on behalf of said (corporation) (association), as Trustee, as their free and voluntary act and as the free and voluntary act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth, including any waiver or conveyance of redemption or homestead rights.

NOTARIZATION FOR LAND TRUSTEE
STATE OF ILLINOIS
COUNTY OF Cook
} SS
}

Property of Cook County Clerk

UNOFFICIAL COPY

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IN DUPLICATE

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APR 12 PM
CAROL MOSELEY
REGISTRAR OF TITLES

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CHICAGO TITLE INS.

GM

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Property of Cook County Clerk's Office

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