

MORTGAGE

(Mortgage Form F-1)  
Rev. 1/91

Return to and prepared by:  
Benjamin Cesaro  
Albany Bank and Trust Company, N.A.  
3400 W. Lawrence Avenue  
Chicago, IL 60625  
or BOA 35

0010719450

679570223 07 001 Page 1 of 8  
2001-08-07 15:26:56  
Cook County Recorder 35.00



792051 M. Quinn 01

THIS INDENTURE, made June 30, 2001, between ALBANY BANK & TRUST COMPANY, N.A., an association organized under the laws of the United States of America, not personally but as trustee under the provisions of a Deed or Deeds in full force, order, and delivery to said Bank in pursuance of a Trust Agreement dated May 9, 2001 and known as Trust Agreement 01-5755, herein referred to as "Mortgagor" and ALBANY BANK & TRUST COMPANY, N.A. herein referred to as "Mortgagee" witnesseth THAT WHEREAS Mortgagor has concurrently herewith executed an installment note bearing even date herewith in the Principal sum of One Hundred Fifty Thousand and 00/100 Dollars made payable to ALBANY BANK & TRUST COMPANY, N.A. and delivered, in and by whom Note the Obligor promises to pay out of that property and the income thereon the said Trust Agreement and hereinafter specially described, the said principal sum and interest from date of advancement of the balance of principal remaining from time to time unpaid at the rate of 7.75 percent per annum as provided as follows: One Thousand Four Hundred Eleven and 9/100 Dollars on the first day of September, 2001 and One Thousand Four Hundred Eleven and 9/100 Dollars on the first day of each month thereafter until said date of maturity and thereafter until the final payment of principal and interest shall be due on the first day of August, 2010.

The interest rate shall be adjusted on the first day of August, 2001 and on the first day of each year thereafter. The interest rate shall be charged on each Change Date of the interest rate which shall be the Current Index Rate plus 2.25 percent. The Current Index Rate shall be the weekly average yield on U.S. Treasury securities as determined by a constant maturity of 91 days of the index, as made available by the Board of Governors of the Federal Reserve System thirty days prior to the Change Date and rounded to the nearest one hundredth of one percent. If the index is not available, the Mortgagor shall have the right to choose a new index which is at least as good as the index in effect on the Change Date. The principal and interest shall also be adjusted to reflect any change in the interest rate which shall be the Current Index Rate plus 2.25 percent.

Albany Bank and Trust Company, N.A. as trustee of the indebtedness evidenced by this note to be paid to the interest on the unpaid principal and the remainder to principal provided that the principal of each installment unless paid when due shall bear interest thereafter at the rate of Albany Prime Rate plus 2.25 percent and all interest and principal due shall be payable to Albany Bank and Trust Company, N.A. in Chicago, Illinois. The Mortgagor may prepay this note in whole or in part at any time.

At maturity of this note, if the Mortgagor remains in default of this note, the Mortgagor shall be liable for the unpaid principal and interest then due. The Mortgagor shall be liable for the unpaid principal and interest then due if the Mortgagor fails to make payment on this note when due. The Mortgagor shall be liable for the unpaid principal and interest then due if the Mortgagor fails to pay the amount of 2% of this monthly payment. The Mortgagor will be liable for the unpaid principal and interest then due if the Mortgagor fails to pay the amount of 2% of this monthly payment.

NOW WHEREFORE, Mortgagor does hereby secure the payment of the said principal and interest on the said principal sum of money and the interest thereon by the terms, provisions and conditions of the Mortgage and Trust Agreement and hereby assigns to Mortgagee all the right, title and interest in and to the property described in the Mortgage and Trust Agreement and assigns to Mortgagee all the right, title and interest in and to the property described in the Mortgage and Trust Agreement.

SEE ATTACHED DEED TO BE MARKED AS EXHIBIT

8

893

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor, its successors or assigns may be entitled thereto (which are pledged primarily and on parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows,

floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

## IT IS FURTHER UNDERSTOOD AND AGREED THAT

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of Mortgagor, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due and upon written request, to furnish to Mortgagee duplicate receipts thereof; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby; all such policies to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to Mortgagee; and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration; then Mortgagee may, but need not, make any payment or perform any act hereinbefore set forth in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other lien, or lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien secured hereby shall become immediately due and payable without notice and with interest thereon at the highest lawful rate per annum. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any of the provisions of this paragraph.

2. Mortgagor represents and agrees that, except as disclosed in writing to the Mortgagee the premises are in compliance with all "Environmental Laws" (as hereinafter defined), that there are no conditions existing currently or likely to exist during the term of the note that require or are likely to require clean up, removal or other remedial action; that Mortgagor is not a party to any litigation or administrative proceeding, nor, to the best of Mortgagor's knowledge, is there any litigation or administrative proceeding, contemplated or threatened, related to or arising out of any Environmental Law; that neither the premises, nor Mortgagor is subject to any judgment, decree, order, citation or complaint related to or arising out of any Environmental Law; that Mortgagor has obtained all permits or licenses and filed all reports required under any applicable Environmental Laws. The term "Environmental Laws" shall mean any and all federal, state and local law, statutes, regulations, ordinances, codes, rules and other governmental restrictions or requirements relating to matters of environmental protection, pollution, health, safety, sanitation or conservation, including without limitation those relating to the presence, maintenance and removal of asbestos now or any time hereafter in effect. Mortgagor covenants and agrees to comply with all applicable Environmental Laws; and to require its tenants or others operating on the premises to comply with all applicable Environmental Laws; and to provide Mortgagee immediately upon receipt, copies of any correspondence of any nature whatsoever received by Mortgagor relating to Environmental Laws, and to advise Mortgagee in writing as soon as Mortgagor becomes aware of any condition of

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

circumstances which makes any of the representations or statements contained in this paragraph incomplete or inaccurate. In the event Mortgagee determines in its sole and absolute discretion that there is any evidence that any such circumstance might exist, whether or not described in any communication or notice to either Mortgagor or Mortgagee, Mortgagor agrees, at its own expense, and at no expense to Mortgagee, to permit an environmental audit to be conducted by Mortgagee by any independent agent selected by Mortgagee. This provision shall not relieve Mortgagor from conducting its own environmental audit or taking any other steps necessary to comply with any Environmental Laws. If, in the opinion of Mortgagee, there exists any uncorrected violation of any Environmental Law or any condition which requires or may require any cleanup, removal, or other remedial action, and such correction, cleanup, removal, or other remedial action is not completed within sixty (60) days from the date of written notice from Mortgagee to Mortgagor, the same shall, at the option of Mortgagee constitute a default hereunder, without further notice or cure period.

Mortgagor agrees to indemnify, defend and hold Mortgagee and its current, future or former officers, directors, employees and agents harmless from and against any and all losses, damages, liabilities, obligations, claims, costs and expenses (including without limitation, attorneys' fees, and costs) incurred by Mortgagee, whether prior to or after the date hereof and whether direct, indirect, or consequential, relating to or arising out of matters of environmental protection, pollution, health, safety, sanitation, or conservation, including without limitation those relating to the presence, maintenance, or removal of asbestos. Any and all amounts owed by Mortgagor to Mortgagee under this paragraph shall constitute additional indebtedness secured by this Mortgage. Any of the provisions of this Mortgage to the contrary notwithstanding, the representations, warranties, covenants, agreements, and indemnification obligations contained herein shall survive all incidents of termination of the relationship between Mortgagor and Mortgagee, including, without limitation, the repayment of all amounts due under the Mortgage, cancellation of the Note and the release of any and all of the Loan Documents.

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

4. At the option of the Mortgagee and without notice to Mortgagor, its successors or assigns, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the note or in this Mortgage to the contrary, become due and payable (1) immediately in the case of default in making payment of any installment of principal or interest on the note; or (2) in the event of the failure of Mortgagee, its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

5. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, trustee's fees, appraiser's fees, outlays for documentary and expert evidence, photographers' charges, publication costs and costs which may be estimated as to items to be expended after entry of the decree of procuring all such abstracts of title, title searches and examinations, guarantee policies, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby, and immediately due and payable, with interest thereon at the rate of Albion prime rate plus 4%, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant by reason of this Mortgage or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereby, whether or not actually commenced.

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

7. Upon or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed shall appoint a receiver of said premises chosen by the Mortgagee. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed, as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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

9. Mortgagee has no duty to examine the title, location, existence, or condition of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.

10. For prepayment privilege, see Note hereby secured.

11. In addition to payments to principal and interest hereinabove provided, the Mortgagors shall pay each month to the holder of holders of said Note, an estimated equal amount sufficient to pay the annual general real estate taxes assessed or to be assessed against said premises. The escrow account may hold amounts up to the limits allowed by the Real Estate Settlement Procedures Act.

12. The Makers are prohibited from selling, conveying, assigning the beneficial interest in and to, entering into Articles of Agreement for the sale of, leasing, renting, or in any manner transferring title to the premises which are subject to the Mortgage securing the Note without the prior written consent of the Bank. Failure to obtain prior written consent shall constitute a default hereunder entitling the Bank to declare the whole of the debt immediately due and payable.

13. The Mortgagee, at its sole option, reserves the right to extend, modify or renew the Note secured hereby at any time and from time to time. This Mortgage shall secure any and all renewals or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Mortgage nor release the Mortgagors from personal liability for the indebtedness hereby secured. In the event of any extension, modification or renewals, extension agreements shall not be necessary and need not be filed.

14. Mortgagors agree that until said Note and any extension or renewal thereof and also any and all other indebtedness of Mortgagors to the Mortgagee, heretofore or hereafter incurred; and without regard to the nature thereof, shall have been paid in full, Mortgagors will not, without the prior written consent of the Mortgagee create or permit any lien or other encumbrance (other than presently existing liens and liens securing the payment of loans and advances made to them by the Mortgagee) to exist on said real estate.

15. The real estate described herein shall secure the obligations and shall also secure any other liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of Mortgagor to Mortgagee or its successors and assigns; provided however, that in no event shall this Mortgage secure indebtedness of the Mortgagor to the Mortgagee in an amount exceeding \$2,000,000.00.

16. Mortgagors hereby waive any and all rights of redemption under any order or judgment of foreclosure pursuant to rights herein granted on behalf of the Mortgagors, the Trust Estate, and all persons beneficially interested therein and each and every person acquiring any interest in, or title to, the premises described herein subsequent to the date of this mortgage, and on behalf of all other persons to the extent permitted by the provisions of Chapter 735, Section 5/15-1601(h), Illinois Compiled Statutes.

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

17. If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage.

18. Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it.

THIS MORTGAGE is executed by Albany Bank & Trust Company, N.A., not personally but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Albany Bank & Trust Company, N.A. hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said Mortgagor or on said Albany Bank & Trust Company, N.A., personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied, herein contained, including but not limited to all environmental representations, all such liability, if any, being expressly waived by Mortgagor and by every person now or hereafter claiming any right or security hereunder, and so far as the Mortgagor and its successors and said Albany Bank & Trust Company, N.A. personally are concerned, the Mortgagor shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement hereof hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, Albany Bank & Trust Company, N.A., not personally but as Trustee as aforesaid, has caused these presents to be signed by its President and its corporate seal to be hereunto affixed and created by its Vice President, the day and year first above written.

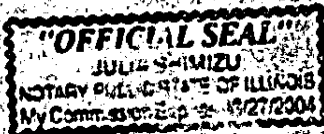
ALBANY BANK & TRUST COMPANY, N.A. as Trustee (aforesaid) and not personally

BY Michael J. Schellig Vice President

ATTEST John C. Schellig Vice President

State of Illinois )  
County of Cook )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that the above-named Michael J. Schellig and John C. Schellig Vice President of Albany Bank & Trust Company, N.A. who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank as Trustee aforesaid for the uses and purposes therein set forth, and the said Vice President then and there acknowledged that as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes herein set forth. Given under my hand and notarial seal this 14th day of July, 2001.



UNOFFICIAL COPY

Property of Cook County Clerk's Office

## RIDER TO MORTGAGE:

KNOW ALL MEN BY THESE PRESENTS, that ALBANY BANK & TRUST COMPANY N.A., an association organized under the laws of the United States of America, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated May 9, 2001 and known as Trust Number 11-5755 (hereinafter called Assignor), in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto ALBANY BANK & TRUST COMPANY N.A. (hereinafter called the Assignee), all the rents, earnings, income, issues and profits, if any, of and from the real estate and premises described in the Mortgage, which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or oral, or any letting of, possession of, or any agreement for the use or occupancy of any part of the real estate and premises, which said Assignor may have heretofore made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, together with all rents, earnings and income arising out of any agreement for the use or occupancy of the said real estate and premises to which the beneficiaries of Assignor's said trust may be entitled; it being the intention hereof to make and establish hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Assignee herein, all relating to the said real estate and premises described in the Mortgage. This rider is incorporated into and shall be deemed to amend and supplement the Mortgage of even date given by the undersigned to secure Assignor's Note.

This instrument is given to secure payment in the principal sum of One Hundred Fifty Thousand and 00/100 Dollars, and interest upon a certain loan secured by Mortgage to Albany Bank & Trust Company N.A. as Mortgagee dated June 30, 2001 and recorded in the Recorder's Office of the above named county, conveying the real estate and premises hereinabove described. This instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges which may have accrued or may hereafter accrue under said Mortgage, have been fully paid.

This Assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Mortgage herein referred to and in the Note or Notes secured thereby.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enumeration only, it is agreed that in the event of any default under the said Mortgage above described, whether before or after the note or notes secured by said Mortgage is or are declared to be due in accordance with the terms of said Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Mortgage, or before or after any sale thereunder, Assignee shall be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and may, with or without force, and with or without process of law, and without any action on the part of the Mortgagee secured by said Mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described together with all documents, books, records, papers, and accounts relating thereto, and may exclude the Assignor, its beneficiaries or their agents or servants, wholly therefrom and may hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof. Assignee may, at the expiration of the mortgaged property, from time to time cause to be made, all necessary or proper repairs, renewals, replacements or alterations, additions, betterments and improvements to the said real estate and premises as may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle the Assignor or its beneficiaries to cancel the same. In every such case the Assignee shall have the right to manage and operate the said real estate and premises and to carry on the business thereof as to the Assignee shall deem best. Assignee shall be entitled to collect and receive all earnings, revenues, rents and income of the property and any part thereof. After deducting the expenses of conducting the business thereof and all the maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Assignee and of the Assignee's attorneys, agents, clerks, servants, and others employed by Assignee in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Assignee against any liability, loss, or damage on account of any matter or thing done in good faith.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

in pursuance of the rights and powers of Assignee hereunder, the Assignee shall apply any and all moneys arising as aforesaid to the payment of the following items in such order as said Assignee deems fit:

- (1) interest on the principal and overdue interest on the note or notes secured by said Mortgage, at the rate therein provided;
- (2) interest accrued and unpaid on the said note or notes;
- (3) the principal of said note or notes from time to time remaining outstanding and unpaid;
- (4) any and all other charges secured by or treated under the said Mortgage above referred to; and
- (5) the balance, if any, to the Assignor.

This instrument shall be assignable by Assignee, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Assignee or any of the agents, attorneys, successors or assigns of the Assignee to enforce any of the terms, provisions and conditions of this agreement for any period of time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof, but said Assignee or the agents, attorneys, successors, or assigns of the Assignee shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The release of the Mortgage securing said note shall ipso facto operate as a release of this instrument.

THIS ASSIGNMENT OF RENTS RIDER is executed by Albany Bank & Trust Company N.A., not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Mortgage or in said Note or Notes contained shall be construed as creating any liability of Albany Bank & Trust Company N.A. personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant, express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as Albany Bank & Trust Company N.A. personally is concerned, the Assignee hereunder and the owner or owners of any indebtedness accruing hereunder, or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Mortgage created, in the manner herein and in said Mortgage and Note or Notes provided.

IN WITNESS WHEREOF, Albany Bank & Trust Company N.A., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Vice-President, at the place and on the date first above written.

ALBANY BANK & TRUST COMPANY N.A. as trustee aforesaid and not personally.

*Michael J. Blum*  
Trust Officer

Attest: *John C. Schell*  
Vice President

UNOFFICIAL COPY

Property of Cook County Clerk's Office

EXHIBIT "A"

LOT 17 IN BLOCK 1 IN THOMAS J. GRADY'S SIXTH GREENBRIAR ADDITION TO NORTH EDGEWATER, A SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-01-107-015

COMMONLY KNOWN AS: 6317 N. MOZART, CHICAGO, IL 60659

UNOFFICIAL COPY

Property of Cook County Clerk's Office