

UNOFFICIAL COPY

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2000-05-31 09:56:07  
Cook County Recorder 59.50



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(Space above this line for recording purposes)

**RELEASE OF INDEMNIFYING REAL ESTATE MORTGAGE**

This is to certify that, for value received, the instrument identified as: INDEMNIFYING REAL ESTATE MORTGAGE granted by LaSalle National Bank, as Successor Trustee to Exchange National Bank of Chicago, a National Banking Association, as Trustee under Trust Agreement dated July 1, 1974 and known as Trust Number 10-29255-09, and not personally of Chicago, Illinois, (the "Mortgagor") to Bank One, Indiana, NA, successor in interest to NBD Bank, NA (the "Bank") dated AUGUST 13, 1991 and recorded on OCTOBER 28, 1991, in AS DOCUMENT #91560750, in the Office of the Recorder of COOK County, Illinois, as it may have been amended, partially released, or otherwise modified from time to time (collectively, the "Mortgage"); is hereby fully released and satisfied.

IN WITNESS WHEREOF, the Mortgagee, by its duly authorized officer, has executed the Release of Mortgage this 2 day of February, 2000.

BANK ONE, INDIANA, NA  
Successor in interest to NBD Bank, NA

By: Dennis Karpen  
Assistant Vice President

(Printed Name and Title)

STATE OF INDIANA,  
COUNTY OF Lake ss:

Before me, a Notary Public in and for said County and State, personally appeared Dennis Karpen, an authorized officer of BANK ONE, INDIANA, NA, successor in interest to NBD Bank, NA (the "Mortgagee"), who acknowledged the execution of the foregoing Release of Mortgage for and on behalf of the Mortgagee.

WITNESS my hand and Notarial Seal this 2nd day of February, 2000.

Kelly J Ruszkiewicz

Kelly J Ruszkiewicz, Notary Public  
(Printed Name)

My Commission Expires: December 15, 2007

Resident of Indiana County, Lake

This instrument Prepared By: Kathy Mattingly  
KATHY MATTINGLY 053-0101908624/box 6136982

After Recording, Return To:

**Bank One Commercial Loan Services**  
**P.O. Box 37263**  
**Louisville, KY 40232**

S.N  
P. 6  
N.  
M.Y

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Property of Cook County Clerk's Office

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1991 OCT 28 11-58

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## INDEMNIFYING REAL ESTATE MORTGAGE

\$ 16.00

\*LaSALLE NATIONAL TRUST, N.A. Successor Trustee to

This Mortgage made the 13<sup>th</sup> day of August, 1991, by \*La Salle National Bank, as Successor Trustee to Exchange National Bank of Chicago, a National Banking Association, as Trustee under Trust Agreement dated July 1, 1974 and known as Trust Number 10-29255-09, and not personally of Chicago, Illinois, hereinafter referred to as "Mortgagor" unto Gainer Bank, National Association, of 8585 Broadway, Suite 460, Merrillville, Indiana, hereinafter referred to as "Mortgagee",

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### WITNESSETH:

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This Mortgage is given in consideration of any loans or other financial accommodations by Gainer Bank, National Association to La Salle National Bank, as Successor Trustee to Exchange National Bank of Chicago, a National Banking Association, as Trustee under Trust Agreement dated July 1, 1974 and known as Trust Number 10-29255-09, and not personally, and specifically to secure the payment of certain line of credit notes herewith, and any extensions, modifications, renewals or replacements thereof or substitutions therefor, not to exceed in the aggregate the principal sum of One Hundred Seventy-Five Thousand and No/100----Dollars (\$175,000.00), and a certain commercial note herewith, and any extensions, modifications, renewals or replacements thereof or substitutions therefor, not to exceed the principal sum of One Hundred Sixty-One Thousand Two Hundred Ninety-four and No/100---Dollars (\$161,294.00), given to Gainer Bank National Association by Thomas Olesker, Jr. (hereinafter, "Borrower"), payable as therein provided, and to further secure the guaranty of said notes by Sara Olesker, Tom Olesker, Sr. and Joan Olesker, (hereinafter, "Guarantors"), and for the purpose of securing the repayment of said obligations and to indemnify the Mortgagee from any loss or damage that it may incur by the failure of said obligations to be paid as agreed, the undersigned hereby mortgage and warrant to the Mortgagee, the property situated in Cook County, State of Illinois, described as follows, to-wit: CKA: 144 W. Webster

Lot 24 (excepting the East 3 feet and 1/2 inch) in Harrison H. Husted's Subdivision of the South part of Block 13 in Canal Trustee's Subdivision of Section 33, Township 40 North, Range 14 also that portion of said Lot 24 covered by the 1/2 of the East wall of building standing on the North 16 feet of the South 77 6/10 feet of the West 22 feet 3 5/8 inches of said Lot 24 in Cook County, Illinois,

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14-33-114-009

together with all buildings, improvements, structures, appurtenances, fittings, and fixtures attached, erected or used in connection with the property or hereafter acquired attached, erected, appurtenant or used in connection with the property, including but not limited to storm and screen windows and doors, cabinets, bathroom fixtures, drapes, shades, floor coverings, stoves, refrigerators and other appliances, gas, steam, electric and other air-conditioning, heating, and lighting apparatus, all of which are to be deemed to be a part of the property, whether; physically attached or not, together with all rents, issues, income, profits, rights, privileges, interests, easements and hereditaments thereof (hereinafter, "Property").

And that said Mortgagor does covenant with the said Mortgagee as follows: First, that Mortgagor is lawfully seized of the Property in fee simple; Second, that Mortgagor has a good right to convey the same; Third, that the same are free from all liens and encumbrances except as set out in Clause 5 below; Fourth, that the Mortgagee shall quietly enjoy and possess the same; and that the Mortgagor will warrant and defend the title to the same against all lawful claims.

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The Mortgagor for himself, herself, his, her heirs, executors, administrators, successors, and assigns, covenants and agrees with the Mortgagee, its successors and assigns as follows:

1. If there is a default in the payment of any obligations hereby secured or in the performance of any of the Mortgagor's, Borrower's, or Guarantor's, covenants set forth in this Mortgage or other instruments signed in conjunction with the obligations this mortgage secures, or if Mortgagor should abandon the Property, or if the Property or any part thereof should be attached, levied upon or seized, or if the Mortgagor, Borrower, or Guarantor, should become bankrupt or insolvent or make an assignment for the benefit of creditors or if a receiver should be appointed for the Mortgagor, Borrower, or Guarantor, then all obligations secured hereby shall, at Mortgagee's option, become immediately due and payable, without notice or demand, and the Property shall be subject to foreclosure of this Mortgage, and the Mortgagee, if it elects to foreclose the same, and at any time prior to the expiration of any period of redemption following judicial sale, shall become entitled to the immediate possession of the Property together with all the rents, issues, income and profits therefrom and Mortgagor will pay costs and attorney's fees incurred by Mortgagee in the enforcement of the terms of the above mentioned Mortgage. Mortgagor waives all right of homestead exemption in the property.

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2. For the duration of any obligations hereby secured: (a) The Mortgagor will keep the Property in its present state of repair, normal wear and tear excepted; (b) Mortgagor will pay all taxes and assessments imposed on the Property and will otherwise take such action and exercise such forbearance as may be necessary in order that the Property shall not hereafter become subject to any lien or encumbrance superior to this Mortgage; (c) Mortgagor will procure and maintain insurance with insurance companies acceptable to Mortgagee, against damage to or destruction of the improvements included in Property by fire and windstorm or by any cause customarily included in the terms "extended coverage" such insurance to be in a sum not at any time less than the value of such improvements or the total of the obligations then hereby secured, plus all taxes, assessments and indebtedness then secured by any liens or encumbrances superior hereto on the Property whichever is smaller, and to be payable to the Mortgagee as its interest may appear; (d) Mortgagor will deliver the policy or a certificate evidencing said insurance to the Mortgagee and will allow Mortgagee possession of the same, and the Mortgagee may collect the proceeds of any insurance. Mortgagor appoints Mortgagee as his attorney-in-fact to endorse any insurance checks and drafts payable to him; (e) This Mortgage and the obligations secured hereby may not be assumed, there can be no transfer or sale of any interest in the Mortgagor or any beneficial interest in Mortgagor, if Mortgagor is not a natural person but is a corporation, partnership, Trust, or other legal entity, without prior written consent of the Mortgagee; (f) Mortgagor will pay and keep current any mortgage on the Property that is superior to this Mortgage and immediately advise Mortgagee in writing of his failure to do so; (g) Mortgagor will not further mortgage or encumber the Property in any way without the express written consent of the Mortgagee. This prohibition shall include the Mortgagor borrowing any future monies from any senior mortgage holder under any "other indebtedness" or "future advance" clause without the prior written consent of the Mortgagee; (h) Mortgagor shall not allow any judgment liens; mechanic's liens or other liens of any nature or kind to be placed against the Property, and if such lien or liens should be affixed or placed on the Property, Mortgagor shall immediately advise Mortgagee of this fact in writing and cause said lien to be satisfied and released within five (5) days from the entry thereof.

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3. If the Mortgagor shall fail to make any payment or to obtain any insurance, service or materials or pay or remove any liens on the Property necessary for the performance of any of Mortgagor's covenants above set forth, then the Mortgagee at its option may do so, and its expenditures for any such purpose shall be added to and become part of the obligations hereby secured. Any amount so added shall, from the date of payment thereof by the Mortgagee, bear interest at the rate of interest set forth in the obligation.

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4. The Mortgagee at its option may extend the time or the payment of any obligation hereby secured, or reduce the payments thereon, or accept notes or renewal notes therefor, or release any part of the security, or any person liable for the obligations without consent of any junior lienholder, and without the consent of the Mortgagor. No such extension, reduction, renewal or release shall affect the priority of this Mortgage or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Mortgagor to the Mortgagee. No delay by the Mortgagee in the exercise of any of its rights hereunder shall preclude the exercise thereof so long as the Borrower is in default of any of the obligations hereby secured and no failure of the Mortgagee to exercise any of its rights because of one default shall preclude the exercise thereof for a subsequent default. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

5. That the Property mortgaged hereby is free, clear and unencumbered except as to (a) real estate taxes not yet due; (b) usual easements, covenants and restrictions of record; (c) real estate mortgage and assignment of rents dated 9-11-73 to Chicago Federal Savings and Loan Association in the original amount of \$50,000.00 which Mortgage is not in default and has an unpaid balance of approximately \$23,000.00; (d) Other: Any liens or encumbrances under Exchange National Bank of Chicago, as Trustee under Trust Agreement dated July 1, 1974 and known as Trust Number 29255.

6. In the event this Mortgage is subject to a Mortgage set out in the paragraph above, or any other mortgage or encumbrance and that prior mortgage or encumbrance is in default or is foreclosed upon, or in the event Mortgagor without Mortgagee's prior written consent, sells or transfers any interest in this Property, then at the option of the Mortgagee, this Mortgage and the obligations it secures shall become immediately due and payable in full and further, that the Mortgagee may immediately foreclose this Mortgage, all without any notice or demand whatsoever.

7. That the Mortgagor will indemnify and save harmless from, and repay on demand the Mortgagee for, any loss, damage, expense, or attorney's fees which may be incurred by the Mortgagee by reason of any suit or proceeding to which the Mortgagee is made a party on account of this Mortgage, and any loss, damage, expense, or attorney's fees so incurred by the Mortgagee is made a part of the obligations secured by this Mortgage.

8. That the Mortgagee shall, at its option, be entitled to be subrogated to any demand, lien, claim or right paid or satisfied by or with the monies advanced and hereby secured, and that the Mortgagee herein may, at any time or times in succession, without notice, extend the time of payment of the obligations hereby secured, or any part thereof, to any person or persons then under obligation to pay the same or affected by the lien hereby created, upon such terms as may be agreed upon by the Mortgagee and the party requesting the extension, without impairing in any way the lien or priority of this Mortgage.

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9. That all agreements and representations of the Mortgagor herein contained are made also for the benefit of any assignee of the Mortgagee.

10. That all rights and remedies secured to the Mortgagee by the covenants and agreements contained in this Mortgage are to be deemed cumulative and not in any way in derogation of the rights of the Mortgagee under laws of the State of Illinois.

11. The covenants, agreements, and conditions hereof shall be binding upon the Mortgagor and the heirs, personal representatives, successors, and assigns of the Mortgagor, and shall inure to the benefit of the Mortgagee and its successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF this Mortgage has been executed by the Mortgagor on the 13<sup>th</sup> day of August, 1991.

Attest:

NOT TRUSTEE'S SIGNATURE REQUIRED AND MAKE A PART HEREOF  
LaSALLE NATIONAL TRUST, N.A. Successor Trustee to  
La Salle National Bank, as  
Successor Trustee to Exchange  
National Bank of Chicago, a  
National Banking association,  
as Trustee under Trust  
Agreement dated July 1, 1974  
and known as Trust Number  
10-29255-09

William H. Dillon  
By: William H. Dillon  
Its: ASSISTANT SECRETARY.

Corlaine Bek  
By: Corlaine Bek  
Its: ASST VICE PRESIDENT

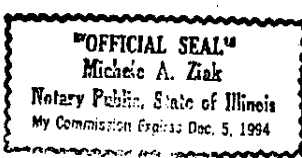
STATE OF Illinois )  
COUNTY OF Cook ) SS:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the abovenamed ASST VICE PRESIDENT and ASSISTANT SECRETARY of the La Salle National Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST VICE PRESIDENT and ASSISTANT SECRETARY respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Witness my hand and seal this 13<sup>th</sup> day of August, 1991.

Signed: Michele A Ziak  
Print: MICHELE A. ZIAK

My Commission Expires: \_\_\_\_\_  
My County of Residence: Cook



BOX 333 - TH

mail To:  
This instrument prepared by Rene' A. Martin as Assistant Vice President of Gainer Bank, National Association.

PO Box 209  
Gary IN 46402

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RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE  
DATED August 13, 1991 UNDER TRUST NO. 10-29255-09

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 10-29255-09 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay 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, all such liability, if any, being hereby expressly waived by the mortgagor or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

Form XX0133  
5-1-90

Office of Cook County Clerk's Office

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