

UNOFFICIAL COPY

4362

MORTGAGE (Illinois)

For Use With Note Form No. 1447

04026956

Box 260

This is a second mortgage.

(Above Space For Recorder's Use Only)

THIS INSTRUMENT, made October 7, 1994, between American National Bank and Trust Company of Chicago as trustee u/t/a dated 12/17/91, a/k/a Trust No. 14935-09 and Mages/Comrov Partnership 707 Skokie Blvd., Suite 600 Northbrook, IL 60062

herein referred to as "Mortgagors," and David Turwich, trustee of the David Turwich 1989 Trust dated 9/10/89 8928 Samoset Skokie, IL 60076, herein referred to as "Mortgagee," witnesseth:

THAT, WHEREAS, the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of One hundred thousand

DOLLARS (\$100,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 7th day of November, 1997, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee in 8928

Samoset, Skokie, Illinois 60076 NOW, THEREFORE, the Mortgagors, to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of the mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the

City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to-wit: See legal description marked "Exhibit A," attached hereto and made a part hereof.

COOK COUNTY RECORDER DEPT-01 RECORDING 15:33:00 150011 TRN 485Z 12/07/94 1186 RV 04026956 65663000

which, with the property hereinafter described, is referred to herein 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 Mortgagors may be entitled thereto (which are pledged primarily and on a parly with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or central, controlled), and ventilation, including (without restricting the foregoing) screens, window shades, storm doors and windows, floor coverings, radiator beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached, hereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagors or their successors or assigns shall be considered as constituting part of the real estate TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of record owner is American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 17, 1991 and known as Trust No. 14935-09

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns. WITNESS the hand . . . and seal . . . of Mortgagors the day and year first above written.

Mages/Comrov Partnership by Herbert Comrov American National Bank and Trust of Chicago, not a party as trustee u/t/a dated 12/17/91 a/k/a Jack Mages, all its general partners Trust #14935-09

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Herbert Comrov and Jack Mages

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, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 6th day of November, 1994. Commission expires 1995. This instrument was prepared by Mages & Price, 707 Skokie Blvd., Suite 600, Northbrook, IL 60062

NAME Gerald L. Schenk 311 S. Wacker Drive, Suite 5410 ADDRESS Chicago, IL CITY AND STATE Chicago, IL ZIP CODE 60606 THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS MORTGAGE SEND SUBSEQUENT TAX BILLS TO: (Name) (Address)

04026956

1. Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

2. Mortgagees shall pay before any general or special taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagees shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagees may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagee, or changing in any way the laws relating to the taxation of mortgages or debts secured hereby, or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby, or to reimburse the Mortgagee therefor, provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagee to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may, by notice in writing given to the Mortgagee, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issue of the note hereby secured, the Mortgagees covenant and agree to pay such tax in the manner required by any such law. The Mortgagees further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. As such time as the Mortgagees are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagees shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default hereon, Mortgagee may, but need not, make any payment or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or sell any tax lien or other prior lien or title or claim or interest, or redeem, from any tax sale or foreclosure or other sale, and may, but need not, make any full or partial payment of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or sell any tax lien or other prior lien or title or claim or interest, or redeem, from any tax sale or foreclosure and expert evidence, and shall be allowed and included as additional indebtedness in the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the right to foreclose the lien hereon, all expenses and costs (which may be estimated as to the amount of such expenses and costs) for advertising, publication of notices, and other expenses and costs, and shall be allowed and included as additional indebtedness in the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the right to foreclose the lien hereon, all expenses and costs (which may be estimated as to the amount of such expenses and costs) for advertising, publication of notices, and other expenses and costs, and shall be allowed and included as additional indebtedness in the right to foreclose the lien hereon. In any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the right to foreclose the lien hereon, all expenses and costs (which may be estimated as to the amount of such expenses and costs) for advertising, publication of notices, and other expenses and costs, and shall be allowed and included as additional indebtedness in the right to foreclose the lien hereon.

8. 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, foreclosure, or lien or title or claim interest.

9. Mortgagees shall pay each item of indebtedness hereon, both principal and interest, when due according to the terms hereof. As the option of the Mortgagee, all unpaid indebtedness secured by this mortgage shall, notwithstanding the terms hereof, be treated as if it were a mortgage, and the Mortgagee shall have the right to foreclose the lien hereon, when due according to the terms hereof.

10. When the indebtedness hereby secured shall become due and payable, the Mortgagee shall have the right to foreclose the lien hereon, when due according to the terms hereof. In any suit to foreclose the lien hereon, there shall be allowed and included as additional indebtedness in the right to foreclose the lien hereon, all expenses and costs (which may be estimated as to the amount of such expenses and costs) for advertising, publication of notices, and other expenses and costs, and shall be allowed and included as additional indebtedness in the right to foreclose the lien hereon.

11. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, and the receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, 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 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 of whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any 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.

12. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party intervening same in an action at law upon the note hereby secured.

13. The Mortgagee shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

14. If the payment of said indebtedness or any part thereof is extended or varied or if any part of the security be released, all persons now or at any time hereafter liable herefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

15. Mortgagee shall release this mortgage and lien thereon by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

16. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder of the note, from time to time, of the note secured hereby.

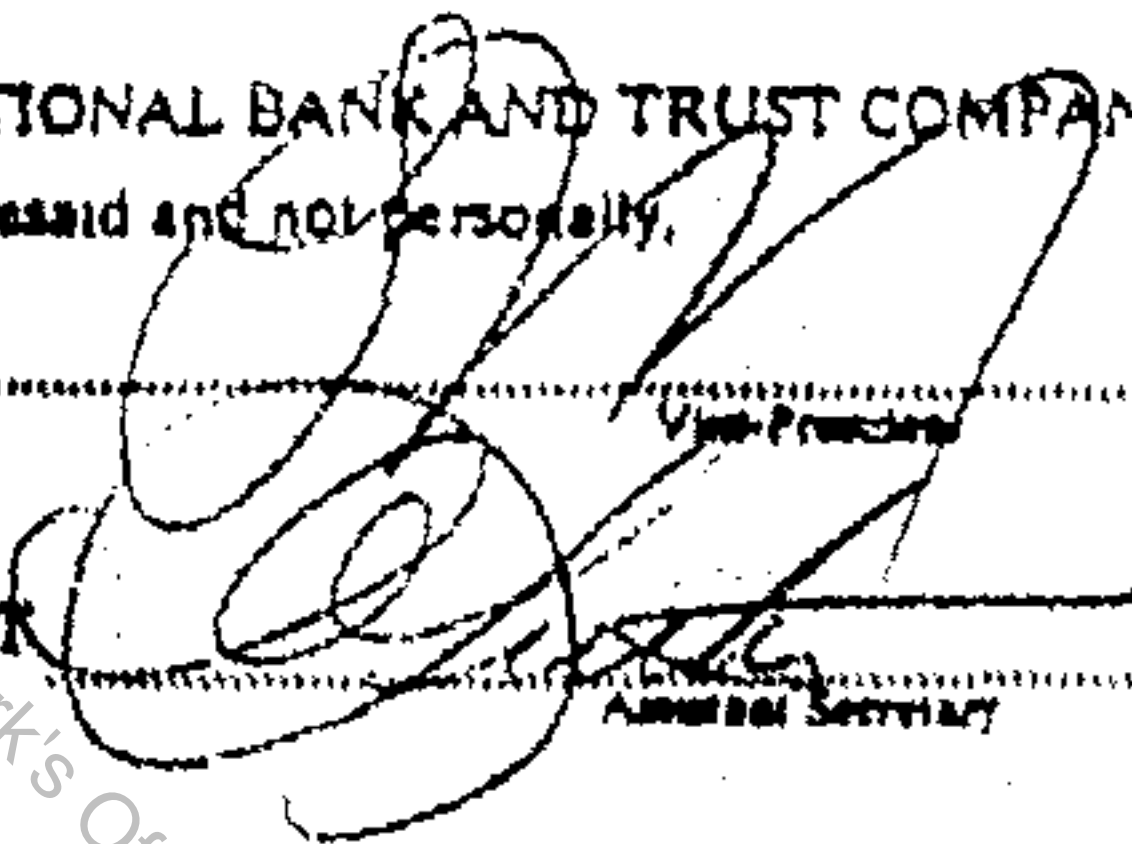

Notary Public
Cook County, Illinois
Notary Seal No. 111

ATTORNEYS' TITLE GUARANTY FUND, INC
04026956

This Mortgage is executed by the American National Bank and Trust Company of Chicago, 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 American National Bank and Trust Company of Chicago, 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 the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by Mortgaged and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien 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, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee as aforesaid and not personally.

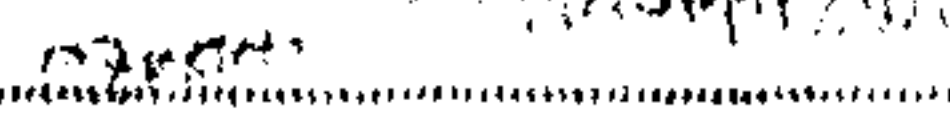

By  Vice-President
ATTEST  Assistant Secretary

04026956

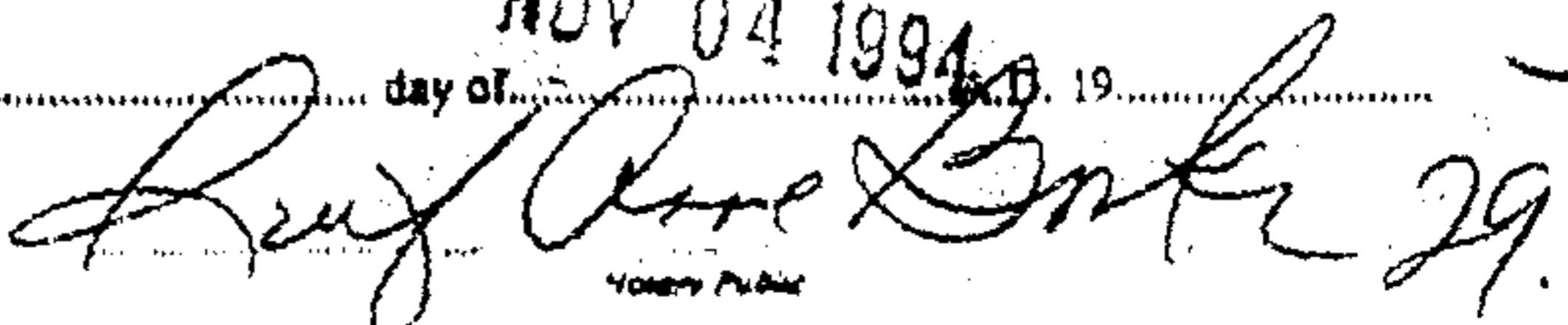
STATE OF ILLINOIS
COUNTY OF COOK

RUTH ANNE BOOKER

Notary Public, and for said County, in the State aforesaid.

DO HEREBY CERTIFY, that  Vice-President of the AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, and  Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
RUTH ANNE BOOKER
Notary Public, State of Illinois
My Commission Expires 5/5/98

NOV 04 1994
day of  19
Notary Public

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Ex. A - Legal Desc 5 6

PARCEL 1:

The West 25.81 feet of the South 100.09 feet lying below a horizontal plane of 36.82 feet above city datum (except the North 10.0 feet of the South 57.50 feet lying above a horizontal plane of 21.09 feet above city datum) also the South 100.09 feet (except the West 25.81 feet thereof) lying below a horizontal plane of 35.01 feet above city datum (except therefrom the West 9.0 feet of the East 43.50 feet of the North 17.67 feet of the South 100.09 feet lying above a horizontal plane of 21.09 feet above city datum) also the North 25.0 feet of the South 125.14 feet of the East 46.52 feet (excepting therefrom the West 10.0 feet thereof) lying below a horizontal plane of 30.49 feet above city datum and above a horizontal plane of 21.09 feet above city datum of the following described property taken as a tract of land, to wit:

Lots 19 and 20 in Block 6 in Baxter's Subdivision of the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, also, Lots 1, 2, 3, 4 and 5 in the Subdivision of Lots 21, 22, 23 and 24 in Block 6 of Baxter's Subdivision Southwest 1/4 of the Southeast 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois,

PARCEL 2:

Easement for the benefit of Parcel 1 as created by Declaration of Covenants, Conditions, Restrictions and Easements made by American National Bank and Trust Company of Chicago, as trustee under Trust Agreement dated December 17, 1991 and known as Trust Number 114935-09, dated January 14, 1992 and recorded January 16, 1992 as Document 92032820 for the following purposes: in and to all structural members, columns and beams, footings, caissons and foundation, common walls, ceilings and floors, and any other supporting components located in or constituting a part of the burdened property; use of all facilities located in the burdened property; maintaining encroachments; for ingress and egress to permit construction, maintenance, repair, replacement, restoration or reconstruction of this property; for pedestrian and vehicular ingress and egress in an emergency situation, as defined therein; and for ingress, egress, refuse, utilities and loading and to place, maintain and replace one dumpster; to and from, over, on, across and through the following described land:

The West 25.81 feet of the South 100.09 feet lying above a horizontal plane of 36.82 feet above city datum. Also, the North 10.0 feet of the South 57.50 feet of the West 25.81 feet of the South 100.09 feet lying above a horizontal plane of 21.09 feet above city datum; also, the South 100.09 feet (except the West 25.81 feet thereof) lying below a horizontal plane of 35.01 feet above city datum; also, the West 9.0 feet of the East 43.50 feet of the North 17.67 feet of the South 100.09 feet lying above a horizontal plane of 21.09 feet above city datum; also the North 25.0 feet of the South 125.14 feet of the East 46.52 feet lying above a horizontal plane of 30.49 feet above city datum; also the West 10.0 feet of the North 25.0 feet of the East 46.52 feet of the South 125.14 feet lying above a horizontal plane of 21.09 feet above city datum; also all that part lying North of the South 125.14 feet and lying North of the South 100.09 feet (except the East 46.52 feet thereof) of the following described property taken as a tract of land, to wit:

04030056

Lots 19 and 20 in Block 6 in Bestiaris Subdivision of the Southwest 1/4 of the Southeast 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, also, Lots 1, 2, 3, 4 and 5 in the Subdivision of Lots 21, 22, 23 and 24 in Block 6 of Bestiaris Subdivision Southwest 1/4 of the Southeast 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois,

PIN No.: 14-20-423-046

14-20-423-047

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Property of Cook County Clerk's Office

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04026956

**RIDER TO MORTGAGE MADE BY
AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO, As**

**Trustee under Trust Agreement
Dated December 17, 1991 a/k/a
Trust Number 114935-09 and**

**MAGES/COMROY PARTNERSHIP, A General
Partnership, Mortgagor, and DAVID LUBOWICH,
Trustee of the David Lubowich 1989
Trust dated 9/10/89, Mortgagee,
Dated November 7, 1994**

1. The premises subject hereto is subject to a lien of a certain prior mortgage (the "prior mortgage") dated January 13, 1992 made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 17, 1991 and known as Trust Number 114395-09, and given to Belmont National Bank to secure a Note in the amount of \$437,000.00, and recorded January 16, 1992 as Document 92032822, prior to the Installment Note secured by this Second Mortgage. Any default under the prior mortgage shall be considered to be a default hereunder which default shall, notwithstanding anything contained herein to the contrary or contained in the principal note which this Mortgage secures, have the same grace period, if any, for curing default as set forth in the prior mortgage. This Mortgage is subordinate and junior only to the aforementioned prior mortgage.
2. This Rider is attached to and made a part of the attached Mortgage. In the event of a conflict between the provisions of this Rider and those of the attached Mortgage, the provisions set forth in this Rider shall control.

Dated: 11/7/94

MAGES/COMROY PARTNERSHIP

By: 

Jack Mages, General Partner

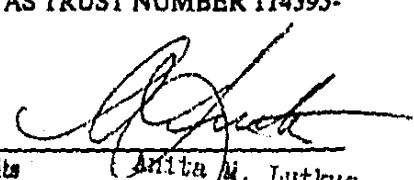
By: 

Herb Comrov, General Partner

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, AS TRUSTEE UNDER
TRUST AGREEMENT DATED DECEMBER 17,
1991 AND KNOWN AS TRUST NUMBER 114395-
09

By: 

Cecelia S. Macprys
Second Vice President


Anita M. Lutkus
ASSISTANT SECRETARY

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