

# UNOFFICIAL COPY

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1998-12-22 12:29:56  
Cook County Recorder 31.50

THIS INSTRUMENT PREPARED BY:  
AND RECORD AND RETURN TO:

Peter C. Economos  
Laser, Pokorny, Schwartz,  
Friedman & Economos, P.C.  
205 N. Michigan Ave., #3800  
Chicago, IL 60601  
(312) 540-0600

ADDRESS OF PROPERTY:  
4100 W. Fullerton Avenue  
Chicago, IL 60639

PIN: 13-27-415-021-0000



08162120

For Recorder's Use Only

## MORTGAGE

THIS INDENTURE, made as of December 17, 1998 between LASALLE NATIONAL BANK, as Trustee under Trust Agreement dated October 16, 1998 and known as Trust No. 122085 (herein referred to as "Mortgagor") and LASER, POKORNY, SCHWARTZ, FRIEDMAN & ECONOMOS, P.C. (herein referred to as "Mortgagee") witnesseth:

THAT WHEREAS, American Decal & Mfg. Co., an Illinois corporation, the owner of 100% of the beneficial interest of Mortgagor ("Borrower") executed a Mortgage Note of even date herewith in the principal sum not to exceed Fifty Thousand Dollars (\$50,000.00) (herein referred to along with all renewals, amendments and modifications thereof, as the "Note"), in and by which Note, promised to pay the principal sum with interest as set forth in the Note on demand.

NOW, THEREFORE, Mortgagor to secure the payment of the Note, with interest as set forth in the Note, and also in consideration, of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do by these presents Mortgage and Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

See attached Exhibit "A"

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

TOGETHER with all improvements thereon situate and which may hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights, and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said premises.

TO HAVE AND TO HOLD the above described premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of the said obligations hereinbefore described, and interest thereon and 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 said Mortgagor does hereby expressly release and waive.

In addition, the Mortgagor covenants with the Mortgagee as follows:

1. Mortgagor shall promptly pay when due without set-off, recoupment, or deduction, the principal and interest on the indebtedness evidenced by the Note.
2. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be 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; and (3) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof.
3. Mortgagor shall immediately pay, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may be levied against the premises.
4. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and such other risks and hazards that are insurable under the present and future forms of all-risk insurance policies providing for payment by the insurance companies of moneys sufficient to pay the greater of either the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby.
5. Mortgagor shall not, without the prior consent of Mortgagee, sell, transfer, convey, encumber, or assign the title to all or any portion of the premises, whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing.

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6. When the Note shall become due, 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 relating thereto which may be paid or incurred by or on behalf of Mortgagee, including but not limited to attorneys' fees, appraiser's fees, broker's commissions, environmental audit costs, advertising expenses, outlays for documentary and expert evidence, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all 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.

7. 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, but not limited to, all such items as are mentioned in the preceding paragraph hereof; second, all principal and interest, remaining unpaid on the Note; and third, any overplus to Mortgagor, its successors or assigns, as their rights may appear.

8. This Mortgage shall be governed by and interpreted according to the laws of the State of Illinois. In the event any provision of the Mortgage or Note conflict with said law, such conflict shall not affect any other provision of the Mortgage or Note which can be given effect without reference to the conflict. In this regard, the provisions of the Mortgage and the Note shall be deemed severable.

9. Any notice, demand, request or other communications desired to be given or required pursuant to the terms hereof shall be in writing and shall be deemed given when personally serviced or on the second (2nd) day following deposit of the same in the United States Mail via registered or certified mail, return receipt requested, postage prepaid, addressed to the Borrower at the address set forth above or to the Mortgagee at 205 N. Michigan Avenue, Suite 3800, Chicago, Illinois 60601 or to such other address as either the Mortgagor or the Mortgagee notifies the other party in writing.

LaSalle National Bank, Trustee, executes this Mortgage as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in its as such trustee, and it is expressly understood and agreed by the Mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay the indebtedness or any interest that may accrue thereon, or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the indebtedness secured hereby shall be solely

against and out of the premises hereby conveyed by enforcement of the provisions, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

LASALLE NATIONAL BANK, not personally, but solely as Trustee as aforesaid

By: Nancy A. Caron  
Title: Assistant Vice President

Property of Cook County Clerk's Office

STATE OF ILLINOIS )  
 )  
 ) SS:  
COUNTY OF Cook )

I, the undersigned, a Notary Public, in and for the County and State  
aforesaid, DO HEREBY CERTIFY, that Nancy A. Carlin  
Assistant Vice President, (Name)  
(Title)

of LaSalle National Bank, personally known to me to be the same person whose name  
is subscribed to the foregoing instrument as such Assistant Vice President,  
appeared before me this day in person and acknowledged that he/she signed and  
delivered the said instrument as his/her own free and voluntary acts, and as the free  
and voluntary act of said Bank, as Trustee, for the uses and purposes therein set  
forth.

Given under my hand and official seal, as of the 21st day of  
December, 1998.

Lourdes Martinez  
Notary Public

Commission expires:  
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Lot 4 in James W. Hedenberg's Subdivision in the Southeast quarter of Section 27, Township 40 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of Cook County Illinois on March 27, 1912 as Document 4936162 (except that part of said Lot 4 in James W. Hedenberg's Subdivision bounded and described as follows: all that certain triangular piece of land situated in said Lot 4 of said James W. Hedenberg's Subdivision bounded and described as follows: Beginning at the Northwest corner of Lot 4 of said James W. Hedenberg's Subdivision; thence Southeasterly on and along the Northerly line of said Lot 4, 62 feet to a point of intersection of the Southerly side line of Lot 2 with the Easterly side line of Lot 4 of said James W. Hedenberg's Subdivision; thence Southeasterly on and along said Easterly side line of Lot 4, 23.6 feet more or less to a point distant 8.5 feet Northeasterly from measured at right angles to center line of a certain side track serving Lyon and Healy said center line of said side track being a curved line convex to the Northeast with a radius of 359.27 feet, said side track being supported on a concrete trestle, thence Northwesterly on and along a line parallel to and distant 8.5 feet Northeasterly from, measured at right angles to the center line of said side track, 23 feet to a point; thence Northwesterly 50.1 feet more or less to a point in the Southerly line of Lot 2 aforesaid which is 50.1 feet Northwest of the point of beginning thence Southeasterly on a along said Southerly line of Lot 2, 50.1 feet to the point of beginning.

#### Parcel Two

All that part of Lot 2 of James W. Hedenberg's Subdivision in the Southeast quarter of Section 27, Township 40 North, Range 13, East of the Third Principal Meridian according to the recorded plat thereof as recorded in the office of REcorder of Cook County Illinois in Book 117 of plats, page 30 bound and described as follows: Beginning at a point in the Southerly side line of Lot 2 distant 62 feet Easterly from the point of intersection of the said Southerly line of Lot 2 and the WEsterly line of Lot 4 measured on and along said Southerly side line of Lot 2; thence Southeasterly on and along the Southerly side line of Lot 2, said Southerly side line of Lot 2 being a curved line convex to the Northeast with a radius of 556.46 feet, 329 feet to a point in said Southerly side line of Lot 2; thence Northwesterly on a curved line convex to the Northeast with a radius of 376.76 feet, 166.9 feet to a point which is 12.5 feet Northeasterly from measured at right angles to said Southerly side of Lot 2; thence Northwesterly on a curved line convex to the Northeast with a radius of 376.76 feet, 166.9 feet more or less to the point of beginning all in Cook County, Illinois.

PERMANENT INDEX NUMBER: 13-27-415-021

Exhibit "A"

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