

UNOFFICIAL COPY

When Recorded:

85 296 977 9 7 7

MAIL TO:
BROADWAY BANK
5960 N. BROADWAY
CHICAGO, ILL. 60660 **BOX 993-CA**
ATTENTION: LOAN DEPARTMENT

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85 296 977

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BROADWAY BANK
5960 N. BROADWAY
CHICAGO, ILLINOIS 60660

M O R T G A G E

THIS MORTGAGE made this 22nd day of November 19 85
between LaSalle National Bank, not personally but as Trustee under Trust
#107975, dated May 9, 1984

(Hereinafter referred to as "Mortgagor") and The Broadway Bank
(hereinafter referred to as "Mortgagee").

Whereas, Mortgagor is indebted to Mortgagee in the principal
sum of Six Hundred and Fifty Thousand 00/100-----Dollars
(\$650,000.00), which indebtedness is evidenced by Mortgagor's
Note dated November 22, 1985, (herein referred to as the
"Note"), which Note provides for initial monthly installments of
interest only on outstanding principle balance from time to time on
the 30th day of each month commencing with December 30th 1985,
with the balance of the indebtedness, if not sooner paid, due and
payable on demand until June 30 1986.

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NOW, THEREFORE, the Mortgagor, to secure the payment of the Note
with interest thereon, the payment of all other sums with interest
thereon advanced in accordance herewith to protect the security of
this Mortgage, and the performance of the covenants and agreements
of the Mortgagor herein contained the Mortgagor does hereby mortgage,
grant, and convey to Mortgagee the following described real estate
located in the County of Cook, State of Illinois.

LOT 20 IN OGDEN AND TOOLE'S SUBDIVISION OF BLOCK 33 IN WOLCOTT'S
ADDITION TO CHICAGO WITH BLOCK 50 IN KINZIE'S ADDITION TO CHICAGO IN
SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

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* Payment Tax # 17209-206-006-000 JDS.

Which has the address of 741 North Dearborn, Chicago, IL 60610 (herein
"Property Address").

TOGETHER with all the improvements now or hereafter erected on or
attached to the property, and all easements, rights, appurtenances,
rents, royalties, mineral, oil and gas rights and profits, water, water
rights, and all fixtures now or hereafter attached to the property, all
of which including replacements and additions thereto, shall be deemed
to be and remain a part of the property covered by this Mortgage
and all of the foregoing together with

THIS INSTRUMENT WAS PREPARED BY:

BROADWAY BANK
Diane A. Marin
5960 North Broadway
Chicago, IL 60660

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AO-108-2008

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STATE OF ILLINOIS
DEPARTMENT OF REVENUE
OFFICE OF THE COMPTROLLER

NOTICE TO TAXPAYER
REGARDING THE RECEIPT OF A RETURN
FOR THE YEAR 2007

Property of Cook County Clerk's Office

32 SEP 28

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closed) upon all... (partial)

to be... (partial)

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
OFFICE OF THE COMPTROLLER

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said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Premises".

Attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage and all of the foregoing together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Premises".

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered ~~and the Mortgagor will warrant and defend generally the title to the Premises against all claims and demands~~, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

IT IS FURTHER UNDERSTOOD THAT:

1. Mortgagor shall promptly pay when due the principal of and any interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any future advances secured by this mortgage.
2. In addition, the Mortgagor shall:
 - (a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.
 - (b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due (the monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto provided said payments are actually made under the terms of said Note), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.
 - (c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies or monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and the Mortgagor agrees to sign upon demand, all receipts, vouchers and

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releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. All renewal policies shall be delivered at least 10 days before such insurance shall expire. All policies shall provide further that Mortgagee shall receive 10 days notice prior to cancellation.

- (d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.
- (e) Keep said Premises in good condition and repair without waste and free from any mechanics or other lien or claim of lien not expressly subordinated to the lien hereof.
- (f) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish or impair its value by any act or omission to act.
- (g) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.
- (h) Comply with the provisions of any lease if this Mortgage is on a leasehold.
- (i) Pay the premiums for any life, disability or other insurance if Mortgagor shall procure contracts of insurance upon his life and disability insurance making the Mortgagee assignee thereunder. In such event and upon failure of Mortgagor to pay the aforesaid premiums, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this Mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.
- (j) In the event this Mortgage is on a unit in a condominium, perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium, the by-laws and regulations of the condominium and the constituent documents.
3. Any sale, conveyance, or transfer of any right, title or interest in the premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the Premises without the prior written approval of the Mortgagee shall, at the option of the Mortgagee, constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.

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The purpose of this document is to provide information regarding the proposed changes to the Cook County Clerk's Office. The information is provided for your information and is not intended to be used for any other purpose. The information is provided for your information and is not intended to be used for any other purpose.

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4. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; the Mortgagee may also do any act it may deem necessary to protect the lien hereof; and the Mortgagor will repay upon demand any monies paid or disbursed; including reasonable attorney's fees and expenses, by the Mortgagee for any of the above purposes and such monies together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any monies for any purpose nor to do any act hereunder, and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder nor shall any acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this mortgage.
5. Time is of the essence hereof, and if default be made in performance of any covenant herein contained or contained in the Note or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandons the Premises, or fails to pay when due any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise) imposed by any condominium, townhouse, cooperative or similar owner's group, then and in any of said events, the Mortgagee is hereby authorized and empowered, as its option and without affecting the lien, hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any monies of the Mortgagor held by the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises enmasse without the offering of the several parts separately.
6. Upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said Premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefore in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the

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The following is a copy of the original document as it appears in the records of the Cook County Clerk's Office. It is not a certified copy and should not be used for legal purposes. The text is extremely faint and largely illegible due to the quality of the scan. It appears to be a multi-paragraph document, possibly a contract or a legal notice, containing various clauses and provisions. The text is arranged in several paragraphs, with some lines appearing to be numbered or bulleted. The overall content is too light to transcribe accurately.

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issuance of a deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said Premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of ~~sixteen and one half~~ (16.50 %) per annum, or if said rate of interest is higher than permitted by state law, then to the highest rate permitted by state law, which may be paid or incurred by or in behalf of the Mortgagee for attorneys' fees, appraiser's fees, court costs and costs (which may be estimated as to include items to be expended after the entry of the decree) and of procuring all such data with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said Premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including a probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this Mortgage or the Note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the Premises or the security hereof. In the event of a foreclosure sale of said Premises there shall first be paid out of the proceeds thereof all or the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

7. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successor in interest.
8. Any forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.
9. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

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10. The covenants contained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several.
11. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein and any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.
12. Upon payment of all sums secured by this Mortgage, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordings of any documentation necessary to release this mortgage.
13. Mortgagor hereby waives all right of homestead exemption in the Premises and grants to Mortgagee the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
14. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the Premises. The Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration or the Premises.
15. If the Mortgagor is a corporation, the Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.
16. This Mortgage shall be governed by the law of the jurisdiction in which the Premises are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.
17. It is the intent hereof to secure payment of the Note. The Mortgagor has been advised by the Mortgagee and by the execution hereof does acknowledge that increases in the interest rate pursuant to the terms of the Note may result in an increase in the amount of principal due so that the amount of principal due may exceed the original principal amount of the Note. This Mortgage shall secure any increase in the principal amount due under the Note provided that the maximum indebtedness secured hereby shall not exceed
18. The security interest/mortgage herein contained is collateral for any and all indebtedness of Borrower to Bank now in existence and hereafter acquired.

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ACCEPTANCE 296977

BROADWAY Bank hereby acknowledges receipt of the foregoing assignment this 22nd day of November 19 85 and accepts the same.

BROADWAY BANK

BY Diane A. Marin
(Authorized Officer) Diane A. Marin

TRUSTEE'S ENDORSEMENT

LA SALLE NATIONAL BANK as Trustee under its Trust Number 107975, hereby acknowledges receipt of the foregoing assignment this 22nd day of NOVEMBER, 19 85

LA SALLE NATIONAL BANK
As Trustee, as foresaid. & NOT. IND.

By: [Signature]
XXXXXXXXXXXXX ASSISTANT SECRETARY

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We hereby certify the above and foregoing to be true, correct and original according to our files.

11/22/85
LA SALLE NATIONAL BANK
By [Signature]
Authorized Officer

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STATE TAXATION

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This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 107975 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK 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 BANK 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 mortgagee 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 BANK 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.

LA SALLE NATIONAL BANK, Tr/U/Tr
Number 107975 & Not Personally

ATTEST: [Signature] BY: [Signature]
ASSISTANT SECRETARY ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK

I, EVELYN F. MOORE a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT JAMES A. CLARK Assistant Vice President of LA SALLE NATIONAL BANK, and RITA SLIMM WELTER Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered 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; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of NOVEMBER,
A.D. 19 85

[Signature]
Notary Public

My Commission Expires: 8/9/89

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this _____ day of _____, 19____.

Notary Public

STATE OF ILLINOIS
 COUNTY OF COOK

Know all men by these presents, that _____ of the County of Cook, State of Illinois, for and in consideration of the sum of _____ Dollars, to _____ in hand paid by _____ the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said _____ of the County of Cook, State of Illinois, all that certain _____

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WITNESSED my hand and the seal of said County, at Chicago, Illinois, this _____ day of _____, 19____.

Notary Public



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