

CLEARING BANK  
5235 WEST 63RD STREET  
CHICAGO, ILLINOIS 60638

86415260

13.00

MORTGAGE

706867503

THIS MORTGAGE made this 9th day of September, 1986, between E-EQUIP MANUFACTURING CO., INC. (hereinafter referred to as "Mortgagor") and the Clearing Bank a State Banking Organization, existing under the laws of the State of Ill., whose address is 5235 W. 63rd St. Chicago, Il., 60638 (hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of ONE HUNDRED TWELVE THOUSAND AND 00/100 dollars (S 112,000.00), which indebtedness is evidenced by Mortgagor's Note dated 9/9/86 (hereinafter referred to as the "Note"), which Note provides for monthly installments of principal and interest of ONE THOUSAND TWO HUNDRED NINETY AND 62/100 on the 10th day of each month commencing with October 10, 1986 until the Note is fully paid with the balance of the indebtedness, if not sooner paid, due and payable on September 10, 1991

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.

See legal description attached hereto and made a part hereof as Exhibit "A"

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

PTI # 19-03-400-004  
19-03-400-015

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Which real estate has the address of 4457 SOUTH KILDARE, CHICAGO ILLINOIS 60632 and which, with the property herein 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 Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing): all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the Premises as distinguished from fixtures which relate to the use, occupancy and enjoyment of the Premises, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropiated to the use of the real estate, and shall be for the purposes of this Mortgage to be deemed to be real estate and conveyed and mortgaged hereby.

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and that 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 interest on the indebtedness evidenced by the Note, prepayment 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), 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 of 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 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.

This Instrument was prepared by  
CENTRAL MORTGAGE PROCESSING UNIT  
FIRST NATIONAL BANK OF EVERGREEN PARK  
(name)

3101 WEST 95TH STREET

EVERGREEN PARK ILLINOIS 60642  
(address)

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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 nor 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.

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.

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 Mortgagee's interest in the Premises, 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 attorneys' fees and expenses, by the Mortgagee for any of the above purposes and such monies together with interest thereon at the rate set forth in the Note secured hereby 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. It is the intent hereof to secure payment of the Note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this Mortgage for the purpose of protecting the security.

6. 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 if 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 owners' group, then and in any of said events, the Mortgagee is hereby authorized and empowered, at 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 en masse without the offering of the several parts separately.

7. 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 therefor 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 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 13.25% (13.25%) per annum, which may be paid or incurred by or in behalf of the Mortgagee for attorneys' fees, Mortgagee's 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 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 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 of 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 surplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

8. 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, or 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 successors in interest.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

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 of the Premises.

15. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor and each and every person except decree or judgment creditors of the Mortgagor in its representative capacity and of the trust estate, 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.

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IN WITNESS WHEREOF, the undersigned have signed this Mortgage on the day and year first above written at CHICAGO ILLINOIS

E-QUIP MANUFACTURING CO., INC.

Millard Minyard  
MILLARD MINYARD, PRESIDENT

Dan Minyard  
DAN MINYARD, SECRETARY/TREASURER

James Minyard  
JAMES MINYARD, ASSISTANT TREAS.

Robert P. Wilder  
ROBERT P. WILDER, VICE-PRESIDENT

Billy Minyard  
BILLY MINYARD, VICE-PRESIDENT

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

I, Susan M. Gallagher, a Notary Public in and for said County in the State of aforesaid, DO HEREBY CERTIFY THAT Millard Minyard, Dan Minyard and James Minyard, Robert P. Wilder and Billy personally known to me and known by me to be the President and Secretary respectively of E-quip Manufacturing Co., Inc. and Asst. Treasurer in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said E-quip Manufacturing Co., Inc. as aforesaid, for the uses and purposes therein set forth, and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said E-quip Manufacturing Co., Inc. did affix the said corporate seal to said instrument as his free and voluntary act and as the free and voluntary act of said E-quip Manufacturing Co., Inc. as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of September, 19 86

Susan M. Gallagher  
Notary Public  
NOTARY PUBLIC STATE OF ILLINOIS  
My commission expires: MY COMMISSION EXP. MAR. 4, 1990  
ISSUED THRU ILL. NOTARY ASSOC.

STATE OF ILLINOIS  
COUNTY OF COOK

I, \_\_\_\_\_, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said Instruments as \_\_\_\_\_ 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 Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Notary Public

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Box .....

**MORTGAGE**

CLEARING BANK

5235 WEST 63RD STREET

CHICAGO, ILLINOIS 60638

TO  
*Box 333-3-22*

RETURN TO:  
CENTRAL MORTGAGE PROCESSING UNIT  
FOR THE EVERGREEN BANKS'  
c/o FIRST NATIONAL BANK OF EVERGREEN  
3101 WEST 95TH STREET  
EVERGREEN PARK, ILLINOIS 60642

Loan No. ....

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This Rider is attached to Commercial Mortgage from  
E-Quip Manufacturing Co., Inc. to CLEARING BANK  
dated September 9, 1986.

*PTI # 19-03-400-004 and 19-03-400-015*

PROPERTY ADDRESS: 4457 South Kildare  
Chicago Illinois 60632

## EXHIBIT "A"

### PARCEL 1:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTH WEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHICAGO, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, IN BOOK 67 OF PLATS, PAGE 44, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF W. 45TH STREET (A PRIVATE STREET), SAID NORTH LINE OF W. 45TH STREET BEING 1300.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTERLINE OF SECTION 3, AND THE EAST LINE OF S. KILDARE BOULEVARD (A PRIVATE STREET), SAID EAST LINE OF S. KILDARE BOULEVARD, BEING 655.93 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTERLINE OF SECTION 3, AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF S. KILDARE BOULEVARD, A DISTANCE OF 216.95 FEET; THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 86.02 FEET TO A POINT WHICH IS 218.20 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID NORTH LINE OF W. 45TH STREET: THENCE NORTH ALONG A LINE WHICH IS PARALLEL WITH SAID EAST LINE OF S. KILDARE BOULEVARD, A DISTANCE OF 123.80 FEET TO ITS INTERSECTION WITH A LINE 958.32 FEET SOUTH OF AND PARALLEL TO SAID EAST AND WEST CENTERLINE OF SECTION 3; THENCE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 42.48 FEET TO ITS INTERSECTION WITH A LINE 784.43 FEET EAST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 342.00 FEET TO ITS INTERSECTION WITH SAID NORTH LINE OF W. 45TH STREET, AND THENCE WEST ALONG SAID NORTH LINE OF W. 45TH STREET, A DISTANCE OF 128.50 FEET TO THE POINT OF BEGINNING; CONTAINING 33,243 SQUARE FEET OF LAND, MORE OR LESS.

### PARCEL 2

AN EASEMENT IN PERPETUITY, UPON, OVER AND ACROSS TWO STRIPS OF LAND, EAST 66 FEET IN WIDTH, KNOWN AS PARTS OF SOUTH KILDARE AVENUE AND WEST 45TH STREET, PRIVATE STREETS ADJOINING ON THE WEST SIDE AND THE SOUTH SIDE, RESPECTIVELY, OF PARCELS 2 AND 3 DESCRIBED ABOVE FOR THE BENEFIT OF THE OWNERS OF SAID PARCELS IN COMMON WITH THE TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT, THE FIRST NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER A DEED DATED MARCH 28, 1928 KN AS TRUST NO. 6538 THEIR RESPECTIVE SUCCESSORS, GRANTEEES AND ASSIGNS AND ANY OTHER TO WHOM THEY OR IT HAVE HERETOFORE GRANTED, OR MAY HERAFTER GRANT, SIMILAR RIGHTS SUBJECT TO THE RESERVATIONS, CONDITIONS AND COVENANTS SET FORTH IN A DEED RECORDED JULY 18, 1933 IN BOOK 30763 PAGE 527 AS DOCUMENT 11261004 AND ALSO IN A DEED RECORDED DECEMBER 8, 1941 IN BOOK 37240 PAGE 382 AS DOCUMENT 12806966, ALL IN COOK COUNTY, ILLINOIS.

THE FOREGOING DESCRIPTION IS BASED UPON THE FOLLOWING DEFINITIONS:--  
THE EAST AND WEST CENTERLINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3 MEASURED 2597.19 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2669.84 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID SECTION 3 TO A POINT ON THE WEST LINE OF SAID SECTION 3 MEASURED 2596.77 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 3 AND MEASURED 2661.19 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SECTION 3.

THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3 MEASURED 2648.14 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2642.84 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 3, TO A POINT ON THE SOUTH LINE OF SAID SECTION 3 MEASURED 2669.37 FEET WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2668.04 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 3;

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