

86615120
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THIS INSTRUMENT WAS PREPARED BY: CLERK OF THE CIRCUIT COURT
CHICAGO, ILLINOIS

TRUSTEE MORTGAGE

CITICORP SAVINGS

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (312) 977 5000

15⁰⁰

, 1986

, by and between

THIS INDENTURE made DECEMBER 16
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
(and Illinois corporation) (a national banking association duly authorized to accept and execute trusts in the State of Illinois), not personally, but as Trustee
under the provisions of a deed or deeds in trust, duly recorded and delivered to said (corporation) (association) in pursuance of Trust Agreement dated
AUGUST 17, 1986 and known as Trust No. 58543, herein referred to as "Mortagor", and
Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, or its
successors and assigns, herein referred to as "Mortgagee", WITNESSETH:

THAT, WHEREAS Mortagor has concurrently herewith executed and delivered a promissory note bearing even date herewith ("Note") in the
principal sum of SIXTY THOUSAND AND 00/100----- DOLLARS

(\$ 60,000.00), made payable to the order of the Mortgagee in and by which the Mortagor promises to pay out of that
portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, (1) any additional advances and escrows, with interest
thereon as provided in the Note, made by the Mortgagee to protect the security hereunder, at any time before the release and cancellation of this
mortgage, and (2) the principal sum and interest thereon at the rate and at the times and amounts as provided in the Note, to be applied first to advances
and escrows then to interest, and the balance to principal until said indebtedness is paid in full. 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 Citicorp Savings of
Illinois.

NOW, THEREFORE, the Mortagor to secure the payment of all sums payable under the Note and all sums payable in accordance with the terms,
provisions and limitations of this mortgage, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby
acknowledged, does by these presents MORTGAGE, WARRANT, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto the Mortgagee, its
successors and assigns, the following described real estate and all of its estate, right, title and interest therein, situate,
lying and being in the CITY OF CHICAGO, County of COOK, and State of Illinois, to-wit:

The South 30 Feet of Lot 2, and the North 10 Feet of Lot 3, in Block 5, in Storke's
Subdivision of Auburn, a Resubdivision of Blocks 1 to 16, inclusive, in the West 1/2
of the South West 1/4 of Section 28, Township 38 North, Range 14 East of the Third
Principal Meridian, (except Railroad Lands), in Cook County, Illinois

COOK COUNTY, ILLINOIS
FIRE INSURANCE CO.

1986 DEC 23 PM 3:00

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more commonly known as:

7704-06 S. Emerald Ave., Chicago, IL 60620
TAX # 20 28 314 017

ACC
EBO/BS

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

TOGETHER with all buildings, improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and
profits thereof for so long and during all such times as Mortagor may be entitled thereto (which are pledged primarily and on a parity with said real estate
and not secondarily), and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, curtain fixtures,
partitions, attached floor covering, now or hereafter therein or thereon 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):

(a) (if the improvements consist of a hotel, motel or furnished apartments) all other fixtures, apparatus, equipment, furniture, furnishings, and
articles used or useful in connection with the hotel, motel or furnished apartment business now or hereafter conducted upon said premises, or

(b) (if the improvements consist, in whole or in part, of unfurnished apartments) all other fixtures, apparatus, equipment and articles of the
type and character customarily furnished by landlords to tenants or occupants of unfurnished apartment properties in the municipality in which the
premises are located, or

(c) (if the improvements consist of a residence, other than an apartment type building) all washing machines, clothes dryers, waste disposal
units, attached fans, ducts, automatic dishwashers, and radio and television aerials, or

(d) (if the improvements consist of a commercial building, manufacturing plant or other type of improvements useful for industrial or
commercial purposes) 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,

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If at any time the amount of the real estate taxes, assessments (general or specific), water and sewer charges or insurance are increased or Montague receives notice in writing that the same will be increased, and if the monthly deposits then being made by Montague for this purpose (if continued) would not make up a fund sufficient to pay such item 60 days prior to its due date, said monthly deposits shall hereupon be increased and undergoes deposit in the opinion of the Montague to pay such item 60 days prior to its due date. Said monthly deposits shall be deposited in a fund sufficient to pay such item 60 days prior to its due date.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD the premises unto the said Mortgagor, his successors and assigns; to the intent and purport of the instrument of conveyance, and under any statute of limitation and under the Homeestead Exemption Laws of Illinois, which shall rights and benefits the Mortgagor does hereby release and waive.

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6. Mortgagee's Interest In and Use of Deposits. In the event of a default in any of the provisions contained in this mortgage or in the Note, the Mortgagee may at its option, without being required to do so, apply any moneys at the time on deposit pursuant to paragraph 5 hereof, as any one or more of the same may be applicable, on any of Mortgagor's obligations herein or in the Note contained, in such order and manner as the Mortgagor may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the mortgaged premises. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be held in trust to be irrevocably applied by the Mortgagee for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagor; provided, however, that the Mortgagee shall not be liable for any failure to apply to the payment of taxes, assessments, water and sewer charges and insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested Mortgagee in writing not less than thirty (30) days prior to the due date therefor to make application of such funds to the payment of the particular taxes, assessments or insurance premiums for payment of which they were deposited, accompanied by the bills for such taxes, assessments and insurance premiums.

7. Mortgagee's Right to Act. If Mortgagor fails to pay any claim, lien or encumbrance which shall have a prior lien to the lien of this indenture, or to pay, when due, any tax or assessment, or any insurance premium, or to keep the premises in repair, as aforesaid, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the premises or the title thereto, then Mortgagee, at its option, may pay such claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this paragraph, together with interest on each such advance at the rate set forth in the Note, and all such sums and interest thereon shall be secured hereby.

8. Adjustment of Losses with Insurer and Application of Proceeds of Insurance. In case of loss, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (a) to settle, collect, compromise and adjust, in its discretion any claim under such insurance policies without consent of Mortgagor, or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money. Mortgagor agrees to sign, upon demand by Mortgagee, all receipts, vouchers and releases required of him by the companies. If (a) Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage, (b) such damage or destruction does not result in cancellation or termination of such lease, (c) the insurers do not deny liability as to the insureds, and (d) such proceeds are sufficient to restore or replace the damaged or destroyed buildings or improvements in the judgment of Mortgagee, such proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall be used to reimburse Mortgagor for the cost of rebuilding or restoration of buildings and improvements of said premises. In all other cases, such insurance proceeds may, at the option of Mortgagee, either be applied in reduction of the indebtedness secured hereby, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements in said premises. The buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagor is entitled to reimbursement out of insurance proceeds, such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as the Mortgagee may reasonably require and approve, and if the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured hereby, with all plans and specifications for such rebuilding or restoration as the Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

In the case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same or as the court may direct. In case of the foreclosure of this mortgage, the court in its decree may provide that the mortgagee's clause attached to each of said insurance policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said creditor; and any such foreclosure decree may further provide, that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redeemer may cause the preceding loss clause attached to each insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

9. Stamp, Transfer or Revenue Tax. If, by the laws of the United States of America, or of any state having jurisdiction over the Mortgagor or the premises, any tax is due or becomes due in respect of the issuance of the Note or this Mortgage or the recording thereof, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agrees to indemnify the Mortgagee, its successor or assigns, against any liability incurred by reason of the imposition of any such tax.

10. Prepayment Privilege. At such time as the Mortgagor is not in default either under the terms of the Note or under the terms of this Mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of the Note (in addition to the required payments) as may be provided in the Note, and in accordance with the terms and conditions, if any, set forth in the Note.

11. Effect of Extensions of Time. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien 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.

12. Effect of Changes in Laws Regarding Taxation. In the event of the enactment after this date of any law of the state in which the premises are located deducting from the value of land for the purpose of taxation any lien hereon, 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 Mortgagor, or changing in any way laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagees interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest in excess of the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the date of giving of such notice.

13. Mortgagee's Performance of Defaulted Acts. In case of default therein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest then applicable to the indebtedness secured by this Mortgage. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

14. Mortgagee's Reliance on Tax and Insurance Bills, Etc. Mortgagee in making any payment is hereby authorized: (a) to pay any taxes, assessments and insurance premiums, according to any bill, statement or estimate procured from the appropriate public office or vendor without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, insurance premiums, sale, forfeiture, tax lien or title or claim thereof; or (b) to purchase, discharge, compromise or settle any other prior lien, without inquiry as to the validity or amount of any claim for lien which may be asserted.

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The Aorto-iliac bypass shall not be obliterated to perform an aorto-iliac bypass, nor does it necessarily argue against the need for aorto-iliac bypass to perform an aorto-iliac bypass under any circumstances, and the Worrell's operation shall always be preferred to the aorto-iliac bypass under any circumstances.

After consultation with the parties involved in this assignment and pursuant to the authority now vested in me by the Missouri legislature, I hereby exercise any of the rights or powers conferred upon me by this amendment.

The Majoragger further agrees to assign and transfer to the Majoragger all future leases upon all or any part of the premises as the Majoragger shall desire and to execute and deliver, at the request of the Majoragger, all such further assurances and warranties in the premises as the Majoragger shall desire to impose.

The Mortgagor represents and agrees that no sum has been or will be paid by any person in payment of any portion of the said described promises for more than one instalment in advance and that the payment of none of the costs to acquire the above described promises has been or will be made without the written consent of the Mortgagor.

18. Appointee of Morgagor a trustee of some properties, / poor, 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 to take possession of any property under his control for such receiver and without regard to the value of the premises on which the same shall be held in trust for the benefit of the complainant; (b) the defaulter may be compelled to foreclose his Mortgage in case of a sale and deficiency.

17. Application of overhead rates to products or processes of different scales of activity produces results that are misleading and inappropriate.

16. **Proceeds of Litigation:** Expenses of litigation, when the injured party sues the defendant for damages hereby secured, or any part thereof, shall become due, whether by decree or judgment, or by any other means, and shall be allowed and included as additional and incidental expenses in the decree for sale of all expenditures and expenses which may be paid or incurred by the plaintiff for the recovery of his damages.

become immediately due and payable, together with accrued interest at the whole rate of said principal sum hereby set according to Montagot.

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THIS MORTGAGE is executed by the undersigned, not personally but as trustee as aforesaid in the exercise of the power and authority contained upon and vested in it as such trustee (and said Corporation) (Association) hereby warrants that it possesses full power and authority to execute and perform all the covenants herein contained in the Note provided that it has been duly executed by the undersigned; and it is expressly understood and agreed that it shall be construed as creating and laying on the said instrument, or on said Note, all the rights and powers given to secure said indebtedness: or (3) the performance of the Note hereby created, in the manner herein set forth, given to secure said indebtedness: or (2) any other security given in the Note provided: (1) the premises hereby conveyed and the note, lessors and possessors thereof, for the payment hereunder, by the undersigned look solely to any one or more of:

33. **Captions and headings** of various paragraphs of this Memorandum are for convenience only and are not to be considered as defining or limiting, in any way, the scope or intent of the provisions hereof.

Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby.

Message to the House of Representatives and Address to the Senate. The law of this Nation and all of the powers which shall extend to and before

income and expense of the mortgagee promises signed and certified by the Mortgagor's beneficiaries or beneficiaries.

application and loan commitment issued in connection with this transaction.

29. **Mortgagee's Lien for Service Charges and Expenses.** At all times, regardless of whether any loan has been disbursed, this mortgagee secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commitments, service charges, liquidated

TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS
OF THE ELLIOTTS STATUTE.

the property and easements comprising the mortgaged property transferred upon any foreclosure or sale by whomsoever (to) he then has or may have, and agrees that any such transfer

28. **Wife of statutory wife**, Monger shall act with and will not apply to or act in behalf of any appraiser, valuator, say, extension of exception laws, attorney so-called "Mortgagor for heretofore enacted, in order to prevent of hinder the enforcement of forceclosure of

27. **Waiver of Defense.** No action for the enforcement of the lien or of any provision in this tool shall be subject to any defense which would not be good and available to the party inchoating same in an action at law upon the Note hereby secured.

service of notice hereunder. Any notice given by the Missouri State shall be deemed given in the date the same is deposited in the United States mails.

20. **Other information** Please provide any other relevant information that may be helpful in assessing your application.

instructions from the program and decide where to go, independently selecting activity and paying attention to a classroom mate who is trying to get her to do the right thing.

25. Release upon Payment and Discharge of Mortgagor's Obligations. Mortgagor shall release this mortgage and the lien thereon by payment

on the amount prepared, at the same rate as though the larger had cleared in the time of such application of proceeds for it. Mortgagor then has no such election, and the first succeeding date on which Mortgagor so elects to pay the indebtedness in accordance with the terms of the Note secured

proceeds of any award, as well as any other party entitled to collect the proceeds of the award.

amounts of such award is insufficient to cover the cost of rebuilding or restoration. Mortgagor shall pay such costs in excess of the award before being paid out in the same manner as is provided for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such costs in excess of the award before being

such taking does not result in cancellation of such lease, the award shall be used to reimburse Mortgagor for the cost of the repairing or replacing of buildings or premises, provided Mortgagor is not then in default under this Mortgage; in the event Mortgagor fails to make good such damage or repair, the amount so expended by the Lender shall be debited against the sum due under this Mortgage.

promises, in accordance with laws, and specifications to be submitted to and approved by the Manager, if the Manager so desires or desires to replace the damages of demolished buildings, or parts of them, due to damage or deterioration of structures or foundations.

any of the monographs or papers taken or damage suffered under the power of eminent domain or by condemnation. Monograph may elect to apply the proceeds of any award up to the amount of damages suffered thereby, whether due or not, to require Morganaper to provide for rebuild, in which event the award will be reduced to the amount of the damages suffered.

which would result in the imposition of interest in excess of the maximum amount allowed by law.

23. Late Charge. In the event the mortgagor shall, from time to time, receive payment in full or in part of the note or notes and interest thereon, the mortgagor may collect a "late charge" as provided in this instrument.

22. **Motorcycle & Right of Inspection.** Motorcycce shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

(d) To the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

(c) to the payment of all repairs, decoration, renewals, replacements, alterations, additions, improvements, and improvements of said premises including the cost from time to time of insuring or repairing against damage and loss of or damage to fixtures, fittings, equipment, tools, materials, supplies, and other articles used in carrying on the business of the lessee.

(d) to the payment of taxes and special assessments now due or which may hereafter become due on said premises;

reasonable compensation to the Manager and his agent or agents, if management be delegated to an agent or agents, and shall also include reasonable compensation and expenses of keeping and providing technicals and clientele to the lessee, (established claims for damages), (

(a) To the payment of the following expenses of said property, including cost of management and leasing thereof which shall include:

21. Application of Income Receipts by Mortgagor.

co-venants or agreements contained in said leases, should the lessor incur any such liability, loss or damage; under said leases or under any leasehold interest in the property, shall be liable for all damages, costs, expenses and reasonable attorney's fees, shall

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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 its
and its corporate seal to be hereunto affixed and attested by its
this 16TH day of DECEMBER .19 86.

ATTEST:

Its ASSISTANT SECRETARY

STATE OF ILLINOIS)
COUNTY OF Cook) SS:

LORETTA M. SOVIENSKI

I, LORETTA M. SOVIENSKI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that SUZANNE G. BAKER, Second Vice President of American National Bank and Trust Company of Chicago and ASSISTANT SECRETARY of said (Corporation) (Association) who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

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 (Corporation) (Association), as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY then and there acknowledged that (he) (she), as custodian of the corporate seal of said (Corporation) (Association), did affix the corporate seal of said (Corporation) (Association) to said instrument as (his) (her) own free and voluntary act and as the free and voluntary act of said (Corporation) (Association), as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this

day of

DEC 22 1986

.19

My Commission Expires:

Loretta M. Sovienski
Notary Public

"OFFICIAL SEAL"
Loretta M. Sovienski
Notary Public, State of Illinois
My Commission Expires 6/21/88

CITICORP SAVINGS FORM 3993A PAGE 6

MSB: 00-085817-5

Box 165 C.C. - DF
Citicorp Savings Form 3993A
Corporate Office
Citicorp Center
165 North Dearborn Street
Chicago, Illinois 60603
TRUSTEE MORTGAGE

To

Citicorp Savings of Illinois
A Federal Savings and Loan Association

Upon Property Located at:

✓ 7704-06 S. Emerald Ave.
Chicago, IL 60620

CITICORP SAVINGS

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (312) 977-5000