CAUTION: Consult a lawyer before using or acting under this form Att warranties, including merchantability and htriess, are excluded

					
		_	o.e		
THIS INDESTURE, II	ude October	1	19 . 85 , between		
Wayne Casa, d:	Lvorced and no	ot since remai	rried,	İ	
516 Arlington	Place	Chicago	Illinois	1	86109463
516 Arlington (NO AND herom referred to as "M	STREETH PHADEE	AUDTH (CITY)	(STATE)		
herom referred to as "M	ortgagory" nod				
Video 44, an 1	(llinois join	t venture*			
430 West Grant	STREET	(CITY)	(STATE)		•
					For Recorder's Use Only
herem referred to as "M THAT WHEREAS SIXEV Thousar	origagee," witnesseth. 5 the Morigagors are 2/ and 00/100-	; justly indebted to the	Mortgagee upon the	ortgage Name of even date	herewith, in the principal sum of DOLLARS as promise to pay the said principal last to Docember.
6 60,000.00		order of and delivered	to the Mortgagee, in at	ed by which note the Mortgage	ors promise to pay the said principal lst day of December
sum and interest at the r	av and in installments	as provided in said not	e, wiin a imai payment	of the palance que on the	mariting marint and in absorber
					, in writing appoint, and in absence inois
NOW, THERE FO	RE, the Mode gors to	secure the payment of (the said principal sum o	Emoney and said interest in ac	cordance with the terms, provisions agors to be performed, and also in NVEY AND WARRANT unto the c and interest therein, situate, lying
and limitations of this is consideration of the sun	iorigage, and the perio cof One Dollar ach aid	ormance of the covena paid, the receipt where	nts and agreements ne of is hereby acknowled	ged, do by these presents CO	NYLY AND WARRANT unto the
Mortgagee, and the Mor	tgagee's successors a w	dassigns, the following	described Reall:state a	ind all of their estate, right, but Cook A	nd and interest therein, situate, tying ND STATE OF ILLINOIS, to wit:
and being in the	0167 Of 0100 Ac	8	COUNT OF many	XY Y. 12	ADSTATE OF ICENAMS, IOWIC
		Ux			
The we	sterly 50 fee	et of the sout	therly 100 fee	et of Lot 5 (exce	pt the
wester	ly 37 feet of	the jouther!	ly 71 feet of	Lot 5) in Out 10	t C of
Wright	wood in the S	Southwest 1/4	of Section 28	8, Township 40 No	rth,
Range	14 East of th	e Third Fring	:Ipal Meridia:	n, in Cook County	, Illinois. 🧯
			/		
		Ť			
Permanent Real	Vatata Inday	. No. 14-28-	31, 053_0000	Qu .	
rermanent keat	. ESCALO ANGO	1 110,; 14-20-	-310-32-40000	Mr.	
Address of Rea	l Estate: 51	.6 Arlington F	lace, (hicago	, Illinois	
			7 /).		
The joint vent	urers of which	h are Harrisc	ope of Chicag	o, Inc., Essanes	s Theatre Corporation
of Illinois an	d National Su	bscription Te	elevision		
which, with the property	høremafter described,	is referred to herein as	the "premises,"		and the second s
Lanca word discourse off cooks to	man in Martinianista min	. ha marthad therma (u.	hick are electred primai	ale and on the rite with and re	its, issues and profits thereof for so- al estate and not secondarily) and
all apparatus, equipment	or articles now or here ontrolled) and venue	after therein or thereo: turn including (withou	n used to supply heat, g it restriction the forego	gas, air conditir aim), water, lig maa), screens, wy dow shades	tht, power, refrigeration (whether a storm doors and windows, floor
					hether physically attached thereto their successors or assigns shall be
considered as constituting	nart of the reafestate				
TO HAVE AND TO	HOLD the premises	unto the Mortgagee, ar	ad the Mortgagee's succ	cessors and assigns, forever a	or the purposes, and upon the uses on, which said rights and benefits
That Martin areas declared	e enniterals release and	WHITE			
the Mortgagors do hereby The name of a record own	eris: wayne	Casa			and such Rider
This mortgage consist trerein by reference and a	ils of two pages/The core a part bereof and sh	ovenants, conditions at all be binding on Morts	ad provisions appearing	g on page 2 (the reverse side of	Lipis (nerigage) Are incorporated
		gagors the day and year	lust above written.	1000	20
and Rider			(Seal)	a Chigh (E)	K(Seal)
PLEASE PRINT OR				Wayne gasa	emperior of the one or an extension of the acceptance
TYPE NAME(S)					
					(Seal)
				I, the undersigned, a No	**************************************
State of Illinois, County o	1 wok			1, the undersigned, a No	tary Public in and for said County
			•	-	nd not since
AMPE OO					bed to the foregoing instrument,
IMPRESS SEAL					delivered the said instrument as
HERE					ing the release and waiver of the
	right of homestead				
Given under my hand and	official seal, this	SOEL	day of	murch	19 7 0
Commission expires	*· CA	Y	KIS'S'	MARY WILL	Rayr Notary Public
Characteristics	th. Terrence	E. Budny. Th	ree First Nat	ional Plaza. Suit	e 3200, Chicago IL
·		(NA)	NE AND ADDRESS)		DUUU2
Mail this instrument to Te	errence E. Bu	dny, Bell, Bo	yd & Lloyd, T	hree First Nation	al Pluza, Suite 3200
				linois	
	(C)	o TY)		(STATE)	(ZIP CODE)
OR RECORDER'S OFFI	CE BOX NO. 136	et Fernan			

86111946

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THE COVENANTS, COUDITIONS OF PROVISIONS REFERRED TO THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors 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 thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

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

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

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

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

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

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expediant, 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 preraises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in commercial in 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 tiere in at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgage on account of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby (uthorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Morgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, occorded due and payable/(a) incontinuously in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur independent in the performance of any other agreement of the Mortgagors herein container.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there s'a' be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, subjection costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurances with respect to tite 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 provided by the decree the true condition of the title to prosecute such suit or to evidence to bidders at any sale which may be had provided by the premises. All expenditures and expenses of the nature in this prograph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon a the bidest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate mad bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of the proceeding which might, affect the premises or the security hereof.

11. 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 all such items as a e-mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which sum complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale; without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgager may be appointed as such receiver, Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale: (2) the deficiency in case of a sale and deficiency. sale; (2) the deficiency in case of a sale and deficiency.

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

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

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16. 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.

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

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

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RIDER TO MORTGAGE BETWEEN WAYNE CASA, MORTGAGOR, AND VIDEO 44, MORTGAGEE

1. In the event of any conflict or inconsistency between the provisions of this Rider and the provisions of the form of mortgage, as amended, to which this Rider is attached, the provisions of this Rider shall govern.

2. In the event:

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- (a) Wayne Casa leaves the employ of Video 44 for any reason whatsoever, including but not limited to death, disability, voluntary resignation or discharge whether for cause or not; or
- (b) all or any part of the Real Estate or any interest therein is sold, conveyed, transferred or assigned; or
- (c) Fore than a 50% ownership interest in Video 44 is sold or transferred to any person or entity after the date of this Mortgage,

then the Mortgagee may at its option and without notice to Mortgagor declare the entire outstanding principal indebtedness secured hereby and all accrued but unpaid interest thereon immediately due and payable. However, this option shall not be exercised by the Mortgagee if such exercise is prohibited by federal law as of the date of this Mortgage.

If the Mortgagee exercises this option, the Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of (i) not less than 90 days from the date the notice is delivered or mailed within which Mortgagor must pay such principal and interest in full, in the event of an occurrence described in (a) above; (ii) not less than 30 days from the date the notice is delivered or mailed within which Mortgagee must pay such principal and interest in full, in the event of an occurrence described in (b) above; and (iii) up to and including the date of closing on the sale or transfer of more than a 50% ownership interest in Video 44 by which to pay such principal and interest in full, in the event of an occurrence described in (c) above.

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- 3. In the event of (a) the insolvency of or the commencement of bankruptcy proceedings by or against the Mortgagor; (b) an appointment of a receiver or custodian of any part of the property of the Mortgagor; or (c) the issuance of any warrant or order of attachment, levy, distraint, execution or garnishment against the Real Estate, the entire outstanding principal indebtedness secured by this Mortgage and accrued but unpaid interest thereon shall become immediately due and payable at the ortion of the Mortgagee and without notice to the Mortgagor.
- 4. The note secured hereby may be prepaid in whole or in part at any time and from time to time without premium or penalty.

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