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## MORTGAGE

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This Mortgage made the 20 day of July, 1987, between Matteson Richton Bank, a State Banking Association duly authorized to accept and execute trusts in the State of Illinois, having an office at Route 30 and Kostner, Matteson, Illinois 60443, not personally, but as trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said association in pursuance of a Trust Agreement dated June 14, 1976, and known as Trust No. 74-244 herein referred to as "Mortgagor", and Pathway Financial, a Federal Association, having an office at 100 North State Street, Chicago, Illinois 60602, herein referred to as "Mortgagee".

## WITNESS

That, Whereas, the Mortgagor is justly indebted to the Mortgagee in the principal sum of Five Hundred eighteen Thousand and no/100 Dollars (\$518,000.00) as evidenced by one certain Installment Note, herein referred to as "Note", of even date herewith executed by Mortgagor, whereby the Mortgagor promises to pay the said principal sum with interest thereon, from date, at the rate set forth, and which rate may hereafter be adjusted as provided therein, in installments as set forth therein at the office of the Mortgagee aforesaid or at such other place as may be designated in writing by the legal holder thereof, until the entire principal and interest have been paid, but in any event, the principal balance (if any) remaining unpaid plus accrued interest shall be due and payable on the 1st day of November, 1992.

NOW, THEREFORE, in order to secure the payment of the said principal sum and interest thereon and the performance of the covenants and agreements herein contained, and also to secure the payment of any and all other indebtedness, direct or contingent, that may now or hereafter become owing from Mortgagor to Mortgagee, the Mortgagor does by these presents MORTGAGE, GRANT AND CONVEY unto the Mortgagee, its successors and assigns forever, the following described real estate and all of its estate, right, title and interest therein situate in the City of Chicago Heights, County of Cook, and State of Illinois:

See Attached Legal Description

which, together with all the following rights, titles and interests, is collectively referred to as the "premises":

A. All right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues, and alleys adjoining the real estate;

B. All and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter as pertaining, including homestead and any other claim at law or in equity as well as any after-acquired title, franchise, or license and the reversion and reversions and remainder and remainders thereof;

C. All rents, issues, proceeds and profits accruing and to accrue from the premises;

D. All buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said premises, and all fixtures now or hereafter owned by Mortgagor and attached to or contained in and used in connection

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with said premises including but not limited to all machinery, motors, elevators, fittings, radiators, awnings, shades, screens, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all items of furniture, furnishings, equipment and personal property used or useful in the operation of said premises; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner; it being mutually agreed, intended and declared that all the aforesaid property owned by said Mortgagor and placed by it on the premises shall, so far as permitted by law, be deemed to form a part and parcel of the premises and for the purpose of this Mortgage to be real estate, and covered by this Mortgage; and as any of the property aforesaid which does not so form a part and parcel of the real estate or does not constitute a "fixture" (as such term is defined in the Uniform Commercial Code), this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to the Mortgagee as Security Party, (as such term is defined in the Uniform Commercial Code).

TO HAVE AND TO HOLD the same unto the Mortgagee and its successors and assigns forever, for the purposes and uses herein set forth.

PROVIDED, HOWEVER, that if the Mortgagor shall pay the principal and all interest as provided in the Note, and shall pay all other sums hereinafter provided for, or secured hereby, and shall well and truly keep and perform all of the covenants herein contained, then this Mortgage shall be released at the cost of the Mortgagor, otherwise to remain in full force and effect.

TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

1. Payment of Principal and Interest. To promptly pay the principal of, and interest on, the indebtedness evidenced by the Note at the times and in the manner herein and in the Note provided. Provisions governing the calculation of interest and extension of the due date are contained in the Note, which provisions are incorporated herein and made a part hereof, but generally are as follows:

A. INTEREST RATE AND MONTHLY CHANGE:

The Note secured by this mortgage provides for an initial interest rate of 10.00%. Section 4 of the Note provides for changes in the interest rate and the monthly payments, as follows:

1) Change Dates

The interest rate may change on the 1st day of November, 1988, and on that day of the month every year thereafter. Each date on which the interest rate may change is called a "Change Date".

2) The Index

Beginning with the first Change Date, the interest rate will be based on an "Index". The Index is the One Year Treasury Securities Index. The most recent Index figure available as of 45 days before each Change Date is called the "Current Index".

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If the Index is no longer available, the Mortgagee, in its discretion, will choose a new index which is based upon comparable information. The Mortgagee will give the Mortgagor notice of its choice.

### 3) Calculation of Changes

Before each Change Date, the Mortgagee will calculate the new interest rate by adding three hundred twenty-five (325) basis points to the Current Index. The sum will be the new interest rate.

The Mortgagee will then determine the amount of the monthly payment that would be sufficient to repay in full the principal owed on the Change Date in substantially equal payments at the new interest rate on the basis of amortization schedule of fifteen years less the number of years that have elapsed since the first payment date. The result of this calculation will be the new amount of the monthly payment.

### 4) Effective Date of Changes

The new interest rate will become effective on each Change Date. The Mortgagor will pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.

### 5) Notice of Changes

The Mortgagee will mail or deliver to the Mortgagor a notice before each Change Date. The notice will advise the maker of:

- (a) the new interest rate on the loan as of the Change Date;
- (b) the amount of the monthly payment following the Change Date;
- (c) any additional matters which the Mortgagee is required to disclose; and
- (d) the title and telephone number of a person who will answer any questions regarding the notice.

2. Other Payments. To deposit with the Mortgagee, or a depository designated by the Mortgagee, in addition to the monthly installments of principal and interest due under the terms of the Note and concurrently therewith, monthly until the Note is paid, the following:

- a) A sum equal to all real estate taxes and assessments, next due on the premises (all as reasonably estimated by the Mortgagee), divided by the number of months to elapse before one month prior to the date when such taxes and assessments will become due and payable.
- b) A sum equal to an installment of the premium or premiums that will become due and payable to renew the insurance as required in Paragraph 4 hereof. Each of such installments shall be in an amount which, by the payment of approximately equal installments, will result in there accumulating in the hands of the depository a sufficient amount to pay renewal premiums upon such policies of insurance, at least one month prior to the expiration date or dates of the policy or policies to be renewed.

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All such payments described in this Paragraph 2 shall be held by the Mortgagee or depository in trust without accruing or without any obligation arising for the payment of interest thereon, and shall be used for the payment of taxes and assessments, and insurance premiums as the case may be. All such payments shall be added together with the payments required to be made under the Note secured hereby and the aggregate amount thereof shall be deposited by the Mortgagor each month in a single payment to be applied by the Mortgagee at its option to the following items in the order set forth; (i) taxes, assessments, water charges, other public impositions, and insurance premiums; (ii) interest on the Note secured hereby; (iii) the principal of the said Note.

If the funds so deposited are insufficient to pay all taxes or assessments when due and premiums for such insurance renewals, the Mortgagor shall within ten (10) days after receipt of demand therefore deposit such additional funds as may be necessary to pay such taxes, assessments and premiums. If the funds so deposited exceed the amounts required to pay such items, the excess shall be applied on a subsequent deposit or deposits.

In the event of a default in any of the provisions contained in this Mortgage or in the Note secured hereby, the Mortgagee may at its option, without being required to do so, apply any moneys at the time on deposit pursuant to this Paragraph 2 hereof, as anyone 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 Mortgagee 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 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 depository for the purposes for which made hereunder and shall not be subject to the directions or control of the Mortgagor; provided, however, that neither the Mortgagee nor said depository shall be liable for any failure to apply to the payment of insurance premiums, taxes and assessments any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested said Mortgagee or depository in writing to make application of such funds to the payment of the particular insurance premiums, taxes or assessments for payment of which they were deposited, accompanied by the bills for such insurance premiums, taxes and assessments. Provided, however, that Mortgagee may make or cause the depository to make any such application of funds without necessity of such request by Mortgagor.

3. Taxes. To immediately pay, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may be levied against the premises, and to furnish to Mortgagee duplicate receipts therefor within thirty (30) days after payment thereof. Provided, however, if the Mortgagee's waiver of the monthly deposits required by Paragraph 2(a) hereof is not then in effect, Mortgagee, at its option, either may make such deposits available to Mortgagor for the payments required under this Paragraph 3, or may make such payments on behalf of Mortgagor. Mortgagor may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or assessments provided: (1) that such contest shall have the effect of preventing the collection of the tax or assessment so contested and the sale or forfeiture of said premises or any part thereof, or any interest therein, to satisfy the same; (2) that Mortgagor has notified Mortgagee in writing of the intention of Mortgagor to contest the same, before any tax or assessment has been increased by any interest, penalties, or costs; and (3) that

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Mortgagor shall have deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, a sum of money or other security acceptable to Mortgagee which (when added to monies or other security, if any, deposited with Mortgagee pursuant to Paragraph 2 hereof) shall be sufficient in the judgment of the Mortgagee to pay in full such contested tax and assessment and all penalties and interest that might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional penalties and interest whenever, in the judgment of the Mortgagee, such increase is advisable. In case Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to maintain sufficient funds on deposit as hereinabove provided, the Mortgagee may, at its option, apply the monies and/or liquidate the securities deposited with Mortgagee, in payment of, or on account of, such taxes and assessments, or any portion thereof then unpaid, including the payment of all penalties and interest thereon, the Mortgagor shall forthwith upon demand either (a) deposit with the Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full, or (b) in case the Mortgagee shall have applied funds on deposit on account of such taxes and assessments, restore said deposit to an amount satisfactory to Mortgagee. Provided Mortgagor is not then in default, the Mortgagee shall, upon the final disposition of such contest and upon Mortgagor's delivery to Mortgagee of an official bill for such taxes, apply the money so deposited in full payment of such taxes and assessments or that part thereof then unpaid, together with all penalties and interest thereon when so requested in writing by the Mortgagee.

#### 4. Insurance:

a) Hazard. To keep the improvements now existing or hereafter erected on the premises insured under a replacement cost form of insurance policy against loss or damage resulting from fire, windstorm, and other hazards as may be required by Mortgagee, and to pay promptly, when due, any premiums on such insurance. Provided, however, that if Mortgagee's waiver of the monthly deposits required by Paragraph 2(b) hereof is not then in effect, Mortgagee, at its option, either may make such deposits available to Mortgagor for the payments required under this Paragraph 4, or may make such payments on behalf of Mortgagor. All insurance shall be in form and content as approved by the Mortgagee and shall be carried in companies acceptable to the Mortgagee and the policies and renewals (or certificates evidencing same), marked "PAID", shall be delivered to the Mortgagee at least thirty (30) days before the expiration of the old policies and shall have attached thereto standard non-contributing mortgage clause(s) in favor of and entitling the Mortgagee to collect any and all of the proceeds payable under all such insurance, as well as standard waiver of subrogation endorsement. Mortgagor shall not carry separate insurance, concurrent in kind or form and contributing in the event of loss, with any insurance required hereunder. In the event of a change of ownership or of occupancy of the premises (if approved in writing by Mortgagee), immediate notice thereof by mail shall be delivered to all insurers. In the event of any casualty loss, Mortgagor will give immediate notice by mail to the Mortgagee. The Mortgagor hereby permits the Mortgagee, at Mortgagee's option, to adjust and compromise any losses in excess of \$25,000.00 under any of the insurance aforesaid and, after deducting any costs of collection, Mortgagee may use or apply the proceeds, at its option, as follows: (a) as a credit upon any portion of the indebtedness secured hereby or (b) to repairing and restoring the improvements in which event the Mortgagee shall not be obliged to see to the proper application thereof nor shall the amount so released or used for restoration be deemed a payment on the indebtedness secured hereby; or (c) to deliver same to the Mortgagee.

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In the event Mortgagee shall be obligated to, or shall elect to, apply such proceeds to restoring the improvements, such proceeds shall be made available, from time to time, upon Mortgagee being furnished with satisfactory evidence of the estimated cost and of payments as 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 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 any liens. In the event of foreclosure of this Mortgage, or other transfer of title to the premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor, in and to any insurance policies then in force, and any claims or proceeds thereunder shall pass to the Mortgagee or any purchaser or grantee. Mortgagee may, at any time and at its own discretion, procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in such amount, and carried in such company, as it may determine.

b) Liability. To carry and maintain Comprehensive Public Liability Insurance as may be required from time to time by the Mortgagee in forms, amounts and with companies satisfactory to the Mortgagee. It is understood and agreed that the amounts of coverage shall not be less than One Million Dollars (\$1,000,000.00) single limit naming Mortgagee as an insured party thereunder. Certificates of such insurance, premiums prepaid, shall be deposited with the Mortgagee and shall contain provision for ten (10) days' notice to the Mortgagee prior to any cancellation thereof.

c) Application of Insurance Proceeds. That notwithstanding any provision herein to the contrary and in particular Paragraph 4(a) hereof, in the event of any such loss or damage as therein described to the improvements upon the premises, it is hereby agreed that the Mortgagee shall make the proceeds received under any such insurance policies as therein described available for the rebuilding and restoration of the improvements so damaged, subject to the following conditions: (a) that Mortgagor is not then in default under any of the terms, covenants and conditions hereof; (b) that all then existing leases shall continue in full force and effect without reduction or abatement of rental (except during the period of untenability); (c) that Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditures of such money will be fully restored, free and clear of all liens, except as to the lien of this Mortgage; (d) that in the event such proceeds shall be insufficient to restore or rebuild the said improvements, Mortgagor shall deposit promptly with Mortgagee the amount of the deficiency in order to restore and rebuild the said premises; (e) that in the event Mortgagor shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild the said improvements, then Mortgagee, at its option, may restore or rebuild the said improvements, for or on behalf of the Mortgagor and for such purpose may do all necessary acts, including using said funds deposited by Mortgagor as aforesaid; (f) that waiver of the right of subrogation shall be obtained from any insurer under such policies of insurance who, at that time, claims that no liability exists as to the Mortgagor or the then owner or the assured under such policies; and (g) that the excess of said insurance proceeds above the amount necessary to complete such restoration shall be applied as hereinbefore provided as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby. In the event any of the said conditions are not



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or cannot be satisfied, then the alternate disposition of such insurance proceeds as provided in Section 4(a) shall become applicable. Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenants and conditions contained in any way of the said leases nor obligated to take any action to restore the said improvements.

5. Preservation of Premises and Compliance with Government Regulations. That no building or other improvement on the premises shall be altered, removed, or demolished nor shall any fixtures or appliances on, in or about said buildings or improvements be severed, removed, sold or mortgaged, without the prior written consent of Mortgagee, and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby or by any separate security agreement given in conjunction herewith, the same shall be replaced promptly by similar fixtures, chattels and articles of personal property at least equal in quality and conditions to those replaced, free from any security interest in or encumbrances thereon or reservation of title thereto. Mortgagor shall promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed. The buildings and improvements shall be so restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction.

Mortgagor further agrees to permit, commit or suffer no waste, impairment or deterioration of the premises or any part or improvement thereof, ordinary wear and tear excepted; to keep and maintain said premises and every part thereof in good repair and condition; to effect such repairs as the Mortgagee may reasonably require, and, from time to time, to make all needful and proper replacements and additions thereto so that said buildings, fixtures, machinery and appurtenances will, at all times be in good condition, fit and proper for the respective purposes for which they were originally erected or installed; to comply with all statutes, orders, requirements or decrees relating to said premises by any Federal, State or Municipal authority; and to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions which are applicable to the said premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the said premises.

6. Creation of liens and transfers of Ownership.

a) That the Mortgagor will not create, suffer or permit to be created or filed against the premises, any mortgage lien or other lien superior to the lien of this Mortgage which lien shall not be released of record within thirty (30) days of its recording. The Mortgagor may contest any lien claim arising from any work performed, material furnished or obligations incurred by Mortgagor upon furnishing Mortgagee security and indemnification satisfactory to Mortgagee for the final payment and discharge thereof. In the event Mortgagor shall suffer or permit any superior or junior lien to be attached to the premises and not contest same as aforesaid, the Mortgagee, at its option, has the unqualified right to accelerate the maturity of the Note causing the full principal balance and accrued interest to be immediately due and payable with thirty (30) days notice to Mortgagor during which time said default may be cured.

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b) That Mortgagor shall not assign or attempt to assign its rights under this Mortgage or the Note secured thereby and shall not convey or contract to convey title to the real estate described in the Mortgage to any third party nor shall the guarantors of the Note secured by this Mortgage cause any change in the ownership of the beneficial interest of the Mortgage except as may be caused by death without the written consent of the Mortgagee. That is it expressly agreed and understood that in the event of the transfer of title to the real estate or the execution of a contract to convey title by Mortgagor or in the event the present beneficiary of the Mortgage assigns its interest to anyone other than the Mortgagee without first obtaining the written consent of the Mortgagee, the entire balance due on the Note secured by this Mortgage shall, at the option of Mortgagee, become due and payable in full.

Any waiver by Mortgagee of the provisions of this paragraph shall not be deemed to be a waiver of the right of Mortgagee to insist upon strict compliance with the provisions of this paragraph in the future.

7. Stamp tax. That if at any time the United States Government, or any other governmental subdivision shall require Internal Revenue or other documentary stamps hereon or on the Note, or shall require payment of the United States Interest Equalization tax upon the indebtedness secured hereby, then the said indebtedness and the accrued interest thereon shall be and become due and payable at the election of the Mortgagee thirty (30) days after the mailing of notice of such election to Mortgagor; provided, however, said election shall be unavailing and this Mortgage and the Note shall be and remain in effect, if Mortgagor lawfully may pay for such stamps or such tax including interest and penalties hereon to or for Mortgagee and does in fact pay, when payable, for all such stamps or such tax, as the case may be, including interest and penalties thereon.

8. Effect of Change in Law 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 the land for the purpose of taxation any lien of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, 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 Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor, provided, however, that if in the reasonable 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 beyond 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 one hundred and eighty (180) days from the giving of such notice. It is expressly understood that the prepayment premium provided for in the Note shall not apply in the event the Mortgagee declares this loan due for the reasons specified in this Paragraph 8.

9. Mortgagee's Reliance on Governmental, Municipal or Other Charges or Liens. That Mortgagee, is hereby authorized to make any payment or advance in the place and stead of the Mortgagor relating to taxes, assessments, water rates, sewer rentals and other governmental or municipal charges, fines, impositions, or liens asserted against the premises and may do so according to any bill, statement or estimate procured from the

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appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or relating to any apparent or threatened adverse title or claim thereof; or encumbrance, claim or charge; or otherwise relating to any other purpose herein and hereby authorized, but not enumerated in this Paragraph, may do so whenever, or desirable to protect the full security intended to be created by this instrument, and provided further that in connection with any such advance, Mortgagee, at its option, may and is hereby authorized to obtain a continuation report of title prepared by a title insurance company, the cost and expenses of which shall be repayable by the Mortgagor without demand and shall be secured thereby.

10. Eminent Domain. Mortgagor agrees that any and all rewards heretofore or hereafter made or to be made to the present and all subsequent owners of the premises, by any governmental or other lawful authority for taking, by condemnation or Eminent Domain, the whole or any part of said premises or any building located thereon or any easement therein or appurtenant thereto (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, which awards Mortgagee is hereby authorized to collect and receive from such authorities, and to give appropriate receipts and acquittances therefore and at said Mortgagee's option, to apply the same toward the payment of the amount owing on account of the indebtedness secured hereby and Mortgagor covenants and agrees that Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any proceedings under condemnation or Eminent Domain, affecting all or any part of the said premises or any easement therein or appurtenance thereof, including severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor further covenants and agrees to make, execute and deliver to Mortgagee, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning to all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding.

11. Application of Eminent Domain Proceeds. That notwithstanding any provision herein to the contrary and in particular Paragraph 10 hereof, in the event of any damage or taking as therein described by eminent domain of less than the entire mortgaged premises, it is hereby agreed that Mortgagee shall make available the proceeds of any award received in connection with and in compensation for any such damage or taking for the purpose of rebuilding and restoring so much of the improvements within the premises affected thereby, subject to the following conditions: (a) that Mortgagor is not then in default under any of the terms, covenants and conditions hereof, (b) that all then existing leases affected in any way by such damage or taking shall continue in full force and effect without reduction or abatement of rental (except during the period of untenability); (c) that Mortgagee shall first be given satisfactory proof that such improvements have been fully restored or that by the expenditure of such money will be fully restored, free and clear of all liens, except as to the lien of this Mortgage; (d) that in the event such award shall be insufficient to restore or rebuild the said improvements, Mortgagor, shall with the award proceeds, shall be sufficient to restore and rebuild the said premises; (e) that in the event Mortgagor shall fail within a reasonable time, subject to delays beyond its control, to restore or rebuild the said improvements,

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Mortgagee, at its option, may restore or rebuild the said improvements for or on behalf of the Mortgagor and for such purpose may do all necessary acts including using said funds deposited by Mortgagor as aforesaid; (f) that the excess of said award not necessary for completing such restoration shall be applied as hereinbefore provided as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby. In the event any of the said conditions are not or cannot be satisfied, then the alternate disposition of such award as provided herein shall again become applicable. Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenants, and conditions contained in any of the said leases of the said premises nor obligated to take any action to restore the said improvements.

12. Acknowledgement of Debt. That Mortgagor within fifteen (15) days after Mortgagee's request will furnish a written statement duly acknowledged of the amount due upon this Mortgage and whether any alleged offsets or defenses exist against the indebtedness secured by this Mortgage.

13. Inspection of Premises. That the Mortgagor and all subsequent owners of the premises shall permit the Mortgagee or its representatives to inspect the premises from time to time, at normal business hours, and as frequently as Mortgagee considers reasonable.

14. Furnishing of Financial Statements and Inspection of Books and Records. That the Mortgagor and all subsequent owners of the premise shall keep and maintain full and correct books and records showing in detail the earnings and expenses of said premises and within fifteen (15) business days after written demand therefore shall permit the Mortgagee or its representative to examine such books and records, and all supporting vouchers and data at any time and from time to time on request at its offices, hereinbefore identified, or at such other location as may be mutually agreed upon. Within ninety (90) days of the close of each fiscal year, Mortgagor shall deliver or cause to be delivered to Mortgagee an annual operating statement of the premises, showing, in detail all information Mortgagee may reasonably deem necessary, certified by a beneficiary of Mortgagor and prepared by a certified Public Accountant reasonably acceptable to Mortgagee. The aforesaid Certified Public Accountant will verify in writing upon each statement that the same is identical to that which was used in preparation of the Federal Income tax Return of the Mortgagor, or of the Beneficiaries of Mortgagor if Mortgagor, pursuant to applicable federal regulation, was not required to file a Federal Income tax Return. All references to Mortgagor in this paragraph shall refer to Mortgagor's Beneficiaries.

15. Assignment of Rents. a) That all right, title and interest of the Mortgagor in and to all present leases affecting the premises, and including and together with any and all future leases upon all or any part of the premises, and together with all of the rents, income, receipts, revenues, issues and profits from or due or arising out of the premises have been transferred and assigned simultaneously herewith to the Mortgagee as further security for the payment of said indebtedness under provisions of a certain instrument captioned Assignment of Rents, of even date herewith, executed by Mortgagor and to be recorded simultaneously herewith, the terms, covenants and conditions of which are hereby expressly incorporated herein by reference and made a part hereof, with the same force and effect as though the same were more particularly set forth herein. All future leases, except for a lease by Mortgagor to a corporation that is controlled by a beneficiary of Mortgagor, affecting the premises shall be submitted by the Mortgagor to the Mortgagee for its approval prior to the execution thereof. All approved and executed leases shall be specifically assigned to Mortgagee by instrument in form

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satisfactory to Mortgagee. All or any such Leases, shall, at the option of Mortgagee, be paramount or subordinate to this Mortgage.

b) The Mortgagor expressly covenants and agrees that if the Mortgagor, as lessor under any lease or leases so assigned, fails to perform and fulfill any term, covenant, condition, or provision in said lease or leases on its or his part to be fulfilled, at the times and in the manner in said lease or leases provided, or if the Mortgagor suffers or permits to occur any breach or default under the provisions of any assignment of any such lease or leases given as additional security for the payment of the indebtedness secured hereby, or if the Mortgagor fails to perform or fulfill any of the terms, covenants, or provisions in said lease or leases required to be performed or fulfilled by it as tenant thereunder; or if the Mortgagor fails to fully protect, insure, preserve, and cause continued performance or fulfillment of the terms, covenants or provisions, which are required to be performed by the lessee or lessor of any other lease or leases hereafter assigned to Mortgagee pursuant to the foregoing requirements; or if the Mortgagor, without Mortgagee's prior written agreement, permits or approves an assignment by lessee of the said lease or leases or a subletting of all or any part of the premises devised in the said lease or leases, then, in any such event, at the option of the Mortgagee, or of the then holder of the Note secured hereby and without notice to the Mortgagor, such breach or default shall constitute a default hereunder and all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in said Note or in this Mortgage to the contrary, become due and payable as in case of other defaults at the default interest rate.

In the event the Mortgagor, as the lessor in said lease or leases, shall neglect or refuse to perform, observe, and keep all of the covenants, provisions, and agreements contained in said lease or leases, the Mortgagee may perform and comply with any such lease covenants, agreements, and provisions, in which event all costs and expenses incurred by the Mortgagee in complying with such covenants, agreements, and provisions, shall become a part of the principal indebtedness secured by this Mortgage and shall be payable to Mortgagee on demand with interest at the default interest rate.

16. Declaration of Subordination. That at the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the premises upon the execution by Mortgagee and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds in and for the county wherein the premises are situated, of a unilateral declaration to that effect.

17. Purpose of Loan. That Mortgagor represents and agrees, it has been advised by its beneficiaries that the proceeds of the Note will be used for the purposes specified in Chapter 17, Section 6404(c) of the Illinois Revised Statutes (1985), and that the principal obligations secured hereby constitute a "business loan" which comes within the purview of said Paragraph.

18. Illegality of Terms Hereof. That nothing herein contained nor any transaction related thereto shall be construed or shall so operate either presently or prospectively, (a) to require Mortgagor to pay interest at a rate greater than is now lawful in such case to contract for, but shall require payment of interest only to the extent of such lawful rate, or (b) to require Mortgagor to make any payment or do any act contrary to law, but if any clause and provision herein contained shall otherwise so operate to invalidate this Mortgage, in whole or in part, then such clauses and provisions only shall be held for

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naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect.

19. Future Advances. It is further covenanted and agreed by the parties hereto that this Mortgage also secures the payment of and includes all future, or further advances as shall be made by the Mortgagee herein or its successors or assigns, to and for the benefit of the Mortgagor, its personal representatives, or assigns, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be secured by this Mortgage may decrease or increase from time to time but the total unpaid balance further so secured at any one time shall not exceed five Hundred Eighteen Thousand Dollars and No/100 (\$518,000.00) together with interest thereon and any and all disbursements made by the Mortgagee for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest on such disbursements at the rate specified in the Note referred to in this Mortgage and for reasonable attorneys' fees and court costs incurred in the collection of any or all of such sums of money. Such further or future advances shall be wholly optional with the Mortgagee and the same shall bear interest at the same rate as specified in the Note referred to herein unless said interest rate shall be modified by subsequent agreement.

20. Mortgagee's Right to Deal With Transferee. That in the event of the voluntary sale, or transfer by operation of law, or otherwise, of all or any part of said premises, the Mortgagee is hereby authorized and empowered to deal with such vendee or transferee with reference to said premises, or the debt secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might with the Mortgagor, without in any way releasing or discharging the Mortgagor from the said Mortgagor's liability or undertakings hereunder.

21. Releases. That Mortgagee, without notice, and without regard to the consideration, if any paid therefore, and notwithstanding the existence at that time of any inferior liens thereon, may release any part of the premises or any person liable on any indebtedness secured hereby, without in any way affecting the liability of any party to the Note and Mortgage and without in any way affecting the priority of the lien of this Mortgage, to the full extent of the indebtedness remaining unpaid hereunder, upon any part of the security not expressly released, and may agree with any party obligated on said indebtedness or having any interest in the security described herein to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not, in any way release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to said lien.

In the event the Mortgagee (a) releases, as aforesaid, any part of the security described herein or any person liable for any indebtedness hereby; (b) grants an extension of time for any payments of the debt secured hereby; (c) takes other or additional security for the payment thereof; (d) waives or fails to exercise any right granted herein or in said Note, said act or omission shall not release the Mortgagor, subsequent purchasers of the said premises or any part thereof, or makers or sureties of this Mortgage or of said Note, or endorsers or guarantors thereof under any covenant of the Mortgage or of said Note, nor preclude the Mortgagee from exercising any right, power or privilege herein or intended to be granted in the event of any other default then made or any subsequent default.

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22. Mortgagor's Beneficiaries Agreement to Pay Expenses. To save Mortgagee harmless from all costs and expenses, including reasonable attorneys' fees and costs of a title search, continuation of abstract and preparation of survey, incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body, in and to which Mortgagee may be or become a party by reason hereof, including but not limited to condemnation, bankruptcy, probate and administration proceedings as well as any other of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend or uphold the terms of and the lien created by this Mortgage, and all money paid or expended by Mortgagee, in that regard, together with interest thereon from date of such payment at the rate set forth in said Note shall be so much additional indebtedness secured hereby and shall be immediately and without notice due and payable by Mortgagee's beneficiary.

23. Mortgagee's Performance of Defaulted Acts. In case of default herein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, 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 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 Post Maturity Rate. Inaction of Mortgagee shall never be considered as a waiver of any right according to it on account of any default on the part of Mortgagor.

24. Default and foreclosure:

a) Acceleration of Indebtedness. That upon any default by Mortgagor in the payment of the principal sum secured hereby, or of any installment thereof, or of interest thereon, or of any installment thereon, as they severally become due, or in the performance or observance of any other term, covenant or condition in this Mortgage or in the Note or in any instrument now or hereafter evidencing or securing said indebtedness, or in case of the occurrence of any event which, in the Mortgagee's sole and reasonable judgment, might result in the loan becoming out of balance without any deposit of necessary funds being made by the Mortgagor, or if the Mortgagee shall file a petition in voluntary bankruptcy or under Chapter 7, Chapter 11, or Chapter 13 of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or if Mortgagor shall file an answer or stay of involuntary proceedings within thirty (30) days from the institution thereof, or the Mortgagor shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Mortgagor for all or any portion of the premises in any involuntary proceeding, or any court shall have taken jurisdiction of the property of the Mortgagor or the major part thereof in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of the Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within 30 days, or the Mortgagor shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof,

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then upon the occurrence of any of said events, and notwithstanding anything to the contrary contained herein, in the event of any act allowing acceleration of the indebtedness owed under the Note or any breach hereof or default hereunder, the Mortgagee prior to the acceleration of the indebtedness shall mail notice to Mortgagor as provided in Paragraph 27 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than ten (10) days for monetary defaults, or not less than thirty (30) days for non-monetary defaults, from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and foreclosure by judicial proceedings and sale of the premises. If the breach is not cured on or before the date specified in the notice, Mortgagee may proceed to foreclose this Mortgage by judicial proceedings according to the Illinois Statutes in such case provided, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

b) Expense of Foreclosure Litigation. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of the Mortgagee under this Mortgage or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication 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 insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the premises. All expenditures and expenses and fees as may be incurred in the protection of said premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or in preparations for the commencement or defense of any proceedings or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the Post Maturity Rate.

c) Mortgagee's Right of Possession in Case of Default. In any case in which under the provisions of this Mortgage the Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agent or attorneys, as for condition or attorneys, as for condition broken, and Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, premises relating thereto, and may exclude the Mortgagor, its agents of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as

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in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority herein granted at any and all times hereafter, without notice to the Mortgagor, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same, to elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises as to it may seem judicious, to insure and reinsure the premises and all risk incidental to Mortgagor's possession, operation and management thereof and to receive all of such avails, rents, issues and profits.

d) Appointment of Receiver. Upon or at any time after the filing of any bill to foreclose this Mortgage, the Court may, upon application, appoint a receiver of said premises. Such appointment may be made either before or after sale without notice, and without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and without bond being required of the applicant. Such receiver shall have the power to take possession, control and care of said premises and 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 the Mortgagor, its heirs, administrators, executors, successors or assigns, 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 useful 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: (i) 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; (ii) the deficiency in case of sale and deficiency. Any such proceedings shall in no manner prevent or retard the collection of said debt by foreclosure otherwise.

e) Application of Proceeds of Foreclosure Sale. 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 of such items as are mentioned in Paragraph 24(b) 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 at the Post Maturity Rate; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagor, its successors or assigns, as their rights may appear.

f) Recission of or Failure to Exercise Option of Acceleration. That the failure of the Mortgagor to exercise the option for acceleration of maturity and/or foreclosure following any default as aforesaid or to exercise any other option granted to the Mortgagor hereunder in any one or more instances, or the

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acceptance by Mortgagee of partial payments hereunder shall not constitute a waiver of such default, except as may be provided by law, nor extend or affect the grace period, if any, but such option shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may, at the option of Mortgagee, be rescinded by written acknowledgement to that effect by the Mortgagee, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of maturity except as may be provided by law nor extend or affect the grace period, if any.

g) Sale of Separate Parcels. That in case of any foreclosure sale of said premises, the same may be sold in one or more parcels.

h) Waiver of Statutory Rights. 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 for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the mortgaged property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. Mortgagor hereby waives any and all rights or redemption from sale under any order or judgment of foreclosure, pursuant to rights herein granted, on behalf of the Mortgagor, the trust estate and all persons beneficially interested therein, and each and every person acquiring any interest in, or title to the premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by the provisions of Chapter 110, Section 12-125 of the Illinois Statutes.

i) Post Maturity Rate. The term Post Maturity Rate is deemed to mean interest at the rate of three percent (3%) per annum in excess of the interest rate then prevailing under the Note until paid.

25. Rights and Remedies are Cumulative. That the rights and remedies herein provided are cumulative and that the holder of the Note secured hereby and of every other obligation secured hereby may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded by this Mortgage.

26. Uniform Commercial Code. To the extent that this instrument may operate as a Security Agreement under the Uniform Commercial Code, Mortgagee shall have all rights and remedies conferred therein for the benefit of Secured Party (as said term is defined in the Uniform Commercial Code).

27. Giving of Notice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing, and the mailing thereof by certified mail addressed to William J. Kiehl, 626 DeAngelis Court, Chicago Heights, Illinois, 60411, with a copy to the Mortgagor at Route 30 and Kostner, Matteson, Illinois 60602, or at the mortgaged premises (designated by street address) or to the Mortgagee at 100 North State Street, Chicago, Illinois 60602, or at such other place as either party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

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28. Construction. That the realty herein mortgaged being located in the State of Illinois, and the place of contract and payment also being located in Illinois, the Mortgage and the rights and indebtedness hereby secured shall be construed and enforced according to the laws of that State.

29. Binding on Successors and Assigns. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" 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. Whenever used, the singular number shall include the plural, the singular and the use of any gender shall include all genders.

30. Captions. The captions and headings of various paragraphs are for convenience only and are not to be construed as defining or limiting, in any way, the scope of intent of the provisions hereof.

31. Time is of the essence. It is especially agreed that time is of the essence of this Mortgage and that the waiver of the options, or obligations secured hereby, shall not at any time thereafter be held to be abandonment of such rights. Notice of the exercise of any option granted to the Mortgagee herein, or in the Note secured hereby, is not required to be given.

32. Mortgagee's Lien for Service Charge and Expenses. At all times, regardless of whether any loan proceeds disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, expenses, and advances due to or incurred by the Mortgagee in connection with the loan to be secured hereby, all in accordance with the application and loan commitment issued in connection with this transaction.

33. Covenants to Run With the Land. That all the covenants hereof shall run with the land.

34. Subordination of Trust Charges. That Mortgagor, as trustee of the Trust aforesaid, hereby covenants and agrees, notwithstanding the provisions of said Trust, that any commissions, fees, charges, expenses, advance of funds or any other sum of money, if any, and the interest thereon, which may be incurred by Mortgagor, as trustee, and if a lien upon said premises shall be subject and subordinate to the lien of the within Mortgage and that any public sale permitted under said Trust shall be made subject to the lien of the within Mortgage upon the said premises.

35. Exculpations. This Mortgage is executed by Matheron Richton Bank, not personally but as trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and said Mortgagor hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or insaid Note contained shall be construed as creating any liability on the said Mortgagor personally to pay the 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 personal liability, if any, being expressly waived by Mortgagee and by every person now or hereinafter claiming any right or security hereunder, and that so far as

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Mortgagor is personally concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look to the premises hereby conveyed for the payment thereof by the enforcement of the Lien hereby created in the manner herein and in said Note provided and/or to any other security given for the indebtedness evidenced by the Note.

Beverly Tr. Co. as successor trustee to  
IN WITNESS WHEREOF Matteson-Richton Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Exec. VP and its corporate seal to be hereunto fixed and attested by its Asst. VP, the day and year first above written.

Beverly Tr. Co. as successor trustee to  
MATTESON RICHTON BANK, not personally  
but as Trustee aforesaid under Tr. #74-244  
dtd. 6-14-76

By: William O'Hearn  
William O'Hearn, Exec. V.P.

ATTEST:

Mark W. Hansen  
Mark W. Hansen, Asst. V.p.

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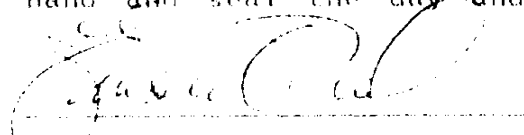
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that William O'Hearn, Exec. VP \_\_\_\_\_, of MATLISON RICHION BANK, and Mark W. Hansen, Asst. VP \_\_\_\_\_, of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Exec. VP and Asst. V.P. \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary and as the free and voluntary act of said Bank, as trustee as aforesaid, for the uses and purposes therein set forth; and that the said \_\_\_\_\_ then and there acknowledged that (he) (she), as custodian of the seal of said Bank, did affix the seal of said Bank to said instrument as (his)(her) own free and voluntary act and as the free and voluntary act of said bank, as trustee as aforesaid, and for the uses and purposes therein set forth.

Given unto my official hand and seal the day and year first above written.



This Instrument was Prepared by: McCarthy, Duffy, Neidhart & Snakard  
180 North LaSalle Street  
Suite 1400  
Chicago, Illinois 60601  
726-0355

Identification No. 130-0-422-000  
E101  
42758  
E101 III 30-0-422-000

*1703-17 East End, Chicago Heights*

RETURN TO:  
PATHWAY FINANCIAL  
20821 S. Cicero  
MATTESON, IL 60443



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LEGAL DESCRIPTION

PARCEL 1

That part of Lot 1 in the Subdivision of Blocks 5 and 6 in Chicago Heights, a Subdivision in Section 20 and Section 21, Township 35 North, Range 14 East of the Third Principal Meridian, described as follows:

Beginning at the North West corner of said Lot 1, running thence South Westerly along the Easterly line of East End Avenue, a distance of 250 feet; thence East along a line parallel to the North line of said Lot 1, to the East line of said Lot 1; thence North along the East line of said Lot 1 to the North East corner of said Lot 1; thence West along the North line of said Lot 1, a distance of 294.1 feet to the point of beginning, in the City of Chicago Heights, in Cook County, Illinois.

PARCEL 2

That part of Lot 1 in the Subdivision of Blocks 5 and 6 in Chicago Heights, a Subdivision in Section 20 and Section 21, Township 35 North, Range 14 East of the Third Principal Meridian, according to the Plat thereof recorded July 18, 1891 as Document 1702734 in Book 57 of Plats, Page 7, excepting therefrom that portion thereof conveyed to Chicago Heights Terminal Transfer Company by deed recorded June 8, 1901 as Document 3112401 in Book 7580, Page 82 and by deed recorded January 9, 1924 as Document 8244990 in Book 19379, Page 405 and excepting also that part of said lot described as follows:

Beginning at the North West corner of said Lot 1; thence running South Westerly along the Easterly line of East End Avenue, a distance of 250 feet; thence East along the line parallel to the North line of said Lot 1 to the East line of said Lot 1; thence North along the East line of Lot 1 to the North East corner of said Lot 1; thence West along the North line of said Lot 1, a distance of 294.1 feet to the point of beginning, excepting also that part of Lot 1 aforesaid, conveyed by Warranty Deed dated June 20, 1928 and recorded on June 26, 1928 as Document 10069133 in Book 25998 on Page 412, all in Cook County, Illinois.

PARCEL 3

Block 111 (except the South 140 feet thereof) in Original Town of Chicago Heights, being a Subdivision of Section 20, Section 21, and Section 28 and Section 29, Township 35 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

Subject to: Public, private and utility easements and roads and highways, if any, switch and spur tracks and railroad rights-of-way, if any.

DEFERRED RECORDING 430.00

COLLECT FROM 7702 127 87579124 11-25-1990

BOOK 25998 PAGE 412

COOK COUNTY RECORDER

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