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87676676 MORTGAGE



December 15, 1987
Chicago, Illinois

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

Illinois,

not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated November 20, 1987, and known as Trust Number 104081-02, hereinafter called the Mortgagor, hereby mortgages and conveys to UPTOWN NATIONAL BANK OF CHICAGO, a national banking association, hereinafter called the Mortgagee, which terms shall be construed to include successors and assigns, the following described real estate, situated in County of Cook, State of Illinois to wit:

See attached legal descriptions

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3050 N. Bertrand Ave., Chicago, Illinois

, and

and commonly known as 6410 N. Olympia Ave., Chicago, Illinois
with permanent index number 13-13-310-022-0000/09-36-332-015-0000

together with all and singular the easements, tenements, hereditaments, appurtenances and other rights and privileges thereunto belonging or in any wise now or hereafter appertaining, and the rents, issues and profits thereof which are pledged primarily and on a parity with said real estate and not secondarily, and also all fixtures now or hereafter erected or placed thereon upon said real estate or now or hereafter attached to or used in connection with said real estate, whether or not the same have or would become part of said real estate by attachment thereto, including without in any wise limiting the generality of the foregoing, all boilers, furnaces, heaters, stoves, ranges, electric light fixtures, refrigerating apparatus, ventilating or air conditioning system, elevators, screens, screen doors, window shades, floor coverings, lobby furnishings, gas and oil tanks and equipment, pipes, wires and plumbing, all of which shall be subject to this mortgage. To the extent permitted by law, the foregoing items shall be considered part of the hereinabove described real estate.

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

THE MORTGAGOR HEREBY COVENANTS AND AGREES:

1. That this mortgage is given as security for the performance and observance of the covenants and agreements herein contained and for the payment of all sums which may become due hereunder and to secure to the Mortgagee the payment of the sum of Two hundred ten thousand and no/100 (\$210,000.00) Dollars, and interest thereon, evidenced, by the Mortgagor's mortgage note, hereafter referred to as the "Note", of even date herewith, payable according to its terms, to the order of the Mortgagee, the final payment of the entire indebtedness being due and payable on January 19 98.

2. The Mortgagor is well and lawfully seized of the mortgaged premises as a good and indefeasible estate in fee simple and has good, right and full power to sell and convey the same; that the mortgaged premises are free and clear of all encumbrances, except building and use restrictions of record, if any, zoning ordinances, if any, and taxes and assessments not yet overdue; that the Mortgagor will make any further assurances of title that the Mortgagee reasonably may require and will defend said mortgaged premises against all claims and demands whatsoever.

3. Mortgagor will pay the indebtedness hereby secured and interest thereon promptly on the days specified for the same to become due and payable, and also on demand any other indebtedness that may accrue and become due and payable to the Mortgagee under the terms and provisions of this mortgage.

4. Mortgagor will keep protected and in good order, repair and condition at all times the buildings and improvements (including fixtures) now standing or hereafter erected or placed upon the mortgaged premises and any and all appurtenances, apparatus and articles of personal property, now or hereafter in or attached to or used in connection with said buildings or improvements, promptly replacing any of the aforesaid which may become lost, destroyed or unsuitable for use, and will keep insured the aforesaid real and personal property and the interests and liabilities incident to the ownership thereof, in manner, forms of coverage, forms, companies, terms and length of terms satisfactory to the Mortgagee in the exercise of its reasonable discretion; that all insurance policies are to be held by and, to the extent of its interests, are to be for the benefit of and payable in case of loss to the Mortgagor and the Mortgagee, and the Mortgagor shall deliver to the Mortgagee a new policy as replacement for any expiring policy at least fifteen (15) days before the date of such expiration, paying or causing the premium to be paid from the insurance escrow account at Mortgagee bank. In the event of a loss, the amount collected may, at the option of the Mortgagee, be used in any one or more of the following ways: (1) applied upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured, (2) used to fulfill any of the covenants contained herein as the Mortgagee may determine, (3) used to replace or restore the property to a condition satisfactory to the Mortgagee, (4) released to the Mortgagor; the Mortgagee is hereby irrevocably appointed by the Mortgagor as attorney of the Mortgagor to assign any policy in the event of the foreclosure of this mortgage or other extinguishment of the indebtedness secured hereby, and Mortgagor shall have no right to reimbursement for premiums unearned at the time of any such assignment.

5. Mortgagor will not commit or suffer any strip or waste of the mortgaged property or any violation of any law, regulation or ordinance affecting the mortgaged property and will not commit or suffer any demolition, removal or material alteration of any of the buildings or improvements (including fixtures) on the mortgaged premises without the written consent of the Mortgagee, and will not violate nor suffer the violation of the covenants and agreements, if any, of record against the mortgaged premises.

6. Mortgagor will pay or cause to be paid from the real estate tax escrow account at Mortgagee bank, before delinquent, or before any penalty for nonpayment attaches thereto, all taxes, assessments and charges of every nature and to whomever assessed that may now or hereafter be levied or assessed upon the mortgaged premises or any part thereof, upon the rents, issues, income or profits thereof, upon the lien or estate hereby created, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes, and will thereupon submit to the Mortgagee such evidence of the due and punctual payment of such taxes, assessments and charges as the Mortgagee may require.

Mortgagor, at its expense, may contest, after prior written notice to Mortgagee, by appropriate legal proceeding conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any taxes, assessments and charges described in this paragraph (6), provided that: (a) Mortgagor shall first make all contested payments, under protest if it desires, unless such proceedings shall suspend the collection thereof, (b) neither the real estate nor any part thereof or interest therein would be in any danger of being sold, forfeited, lost or interfered with, and (c) Mortgagor shall have furnished such security, if any, as may be required in the proceedings or reasonably requested by Mortgagee.

7. If Mortgagor shall neglect or refuse to keep in good repair the property referred to in paragraph (4) above, to replace the same as herein agreed, to maintain and pay into the insurance account the amounts necessary to pay the premiums for insurance which may be required under paragraph (4) or to pay and discharge all taxes, assessments and charges of every nature and to whomever assessed, as provided for in paragraph (6), the Mortgagee may, at its election, upon 10 days prior written notice to Mortgagor, cause such repairs or replacements to be made, obtain such insurance to pay said taxes, assessments and charges and any amounts paid as a result thereof, together with interest thereon at

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17. Mortgagor will operate such property at all times as an apartment building and will not acquire any fixtures covered by this mortgage subject to any security interest or other charge or lien taking precedence over this mortgage, without first obtaining the consent of the trustee.

Or at such other address as Mortgagor shall have furnished in writing to Mortgagor.

CHICAGO NATIONAL BANK OF UPTOWN

10. Mortgagor shall be subrogated for further security to the lien, although released of record, of any and all encumbrances paid out of the proceeds of the loan secured by this mortgage.

9. It is further made an express condition and covenant hereof, that, until full payment of the indebtedness and expenses hereby secured, no act or thing shall be done or suffered, and neither said Mortgagor nor any other person shall have any right to do any act of thumb, whereof, unless such lien shall first be wholly waived as against or attach to said premises of any right thereto, unless such lien shall take care of such subsequent claims, and all consequential, subconsequential, and all other damages resulting from the same, are hereby required to take notice of the above provisions.

8. Mortgagor will pay all sums, the failure to pay which may result in the acquisition of a lien prior to the lien of this mortgage before a prior lien may attach or which may result in recovering such sums as prepared herein.

Moratorium and all obligations of the parties to this Agreement shall not in any case be liable to the Mortgagor for a failure to exact, collect any such rental.

the party paid taxes, assessments and charges and amounts paid as a result thereof, together with interest thereon at the rate of 1% (one and one-half percent) over the rate chargeable under the Note from the date of payment, and such payments shall be immediately due and payable by the Mortgagor to the Mortgagor, and until paid shall be added to the principal balance of the Note.

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(a) all principal and interest remaining unpaid and execused hereby;

(a) all principal and interest remaining unpaid and secured hereby;

27. In any foreclosure proceeding, the mortgagee shall be allowed and included in the decree for sale, to be paid out of the rents or the proceeds of such sale:

combined in this mixture.

(d) All sums secured hereby shall, at the option of Mortgagor, bear upon notice to Mortgagor, become immediately

court, then the following provisions shall apply:

the enforcement of such mortgages, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all rights to have the benefit of such laws.

23. Mortgagor represents that the Note secured by this mortgage will be used for the purposes specified in section 5640 of Chapter 17 of the Illinois Revised Statutes (Annotated), and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

22. An express service is needed to motor-gees, its succassors and assigees, within respect to any buildings, improvements, structures, machinery, and fixtures now or hereafter erected or placed in or upon the real estate described in place one (()) above.

21. That Mortgagor will comply with the requirement of all Federal, State and Local pollution laws and regulations to the operation of the premises.

13 all other payments required under, without any penalty accruing to the holder of this mortgage debt secured hereby, and if the mortgagor does pay such tax prior to the date upon which payment is required by such notice.

shall become payable, and collectible at the expiration of said thirty (30) days; provided, however, that such re-
quirement shall be ineffective if the Mortgagor is permitted by law to pay the whole of such tax in addition

any of its terms, converts all debts or obligations into irredeemable scrip, as often as any payment is taken to reduce this money-bag to

19. That the Mortgagor's liability hereunder, or upon the debt hereby secured,

68. In this, in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagor may deal with such successor or successors in interest in any manner without thereby securing in the same manner as with the Mortgagor, without in any manner violating our mortgage and the debt hereby secured in the same manner as with the Mortgagor, without in any manner violating our mortgage and the debt hereby secured in the same manner as with the Mortgagor.

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OFFICIAL SEAL
Loretta M. Sorenson
NO. 1, PUBLIC STAFF OF ILLINOIS
MY COMMISSION EXPIRES 6/27/88

This document was prepared by:

My Commission Expires:

Notary Public

19

1. The undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President-Trust Officer and Assistant Secretary-Trust Officer of the AND TRUST COMPANY OF CHICAGO, known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, trustee and Assistant Secretary-Trust Officer respectively, appeared before me this day in person and acknowledged the said instrument to be his free and voluntary act as the uses and purposes intended by him to be served thereon.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS:

1987 DEC 28 PM 2:42 87676676

COOK COUNTY, ILLINOIS

Assistant Secretary-Frusti Officer

:6{}

ESTATE

Vice President-Trust Officer

- 16 -

known as Trust Number 104081-02

(Corporate Seal)

33. This mortgage is executed by * [Signature]

(and * warrants that he possesses full power and vested in it as such trustee as aforesaid in the exercise of the power and authority conferred upon him to execute this instrument, and it is expressly understood and agreed that nothing herein contained shall be construed as giving him authority to do anything liable to impair his credit or reputation, individually, to fulfill any warranty he gives or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by him.)

Witnessed this _____ day of _____, 19_____.
 Not personally by as trustee under the Trust Agreement
 dated November 20, 1987
 and
 AMERICAN NATIONAL BANK AND TRUST COMPANY OF
 Chicago, Illinois
 IN WITNESS WHEREOF, Mortgagor has duly executed this mortgage on the date first above written.
 personal liability of any guarantees of the Note.
 property for the enforcement of the provisions hereof in the manner hereinafter provided or by action to collect the principal amount of the Note.

29. If all or part of the premiums, or an interest therein is sold or transferred by Mortgagor without the prior written consent of the Mortgagor, excepting: the creation of a lien or encumbrance subordinate to this mortgage; a transfer by devise, descent or operation of law; or, the grant of any leasehold interest of three years or less not containing a provision to purchase, the Mortgagor shall have the right to require payment of the entire principal and interest due and payable. The Mortgagor shall have such option to accelerate it, prior to sale or transfer, if the Mortgagor and payee agree and that interest payable on the sum secured by this mortgage shall be at such rate as Mortgagor may fix. Mortgagor shall be released from all obligations under this mortgage when re-issued.

30. Mortgagor agrees that upon receipt of Mortgage from time to time it will execute acknowledge and deliver all such additional instruments and assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary to effectuate the intent of this mortgage.

31. All provisions shall have the effect intended by the parties hereto or their successors, assigns or heirs to and bind the respective successors, assigns and heirs of Mortgagor.

32. Notwithstanding any provision herein or in said Note, the total liability for payments in the State of Illinois, shall not exceed the limits now imposed by the usury laws of the State of Illinois.

28. No remedy or right of action of whatever kind shall be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise of a remedy or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right to be constituted to be a waiver of any such default.

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Lot 25 and the South 12 feet of Lot 26 in Block 6 in Field's Boulevard Addition to Irving Park, a Subdivision of the East 1/2 of the West 1/2 of the South West 1/4 of Section 13, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 13-13-310-022.

Street Address: 3050 West Bertheau Avenue, Chicago, Illinois
60618

Lot One (1), Lot Two (2) and the North 2-1/2 feet of Lot Three (3), in Block Thirty Six (36), in Edison Park, in Section 36, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 09-36-332-015.

Street Address: 6410 North Olympia Avenue, Chicago, Illinois
60631.

MAIL TO: UPTOWN NATIONAL BANK
4753 N. BROADWAY
CHGO, ILL. 60640

BOX 333--TH

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EVIDENCE

ANNE DANIELLE WILSON
WILLIE KELLY JR. 1990
BROOKFIELD, IL