

UNOFFICIAL COPY

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JUNIOR
MORTGAGE
(Corporation)

87259373

The Above Space For Recorder's Use Only

THIS INDENTURE, Made November 14, 1987 between Good News Publishers, a Corporation herein referred to as "First Party", and GARY-WHEATON BANK, an Illinois Banking Corporation, herein referred to as "Mortgagee", witnesseth:

a Multiple Advance Note *(Signature)*

First Party has executed ~~XXXXXXXXXXXXXXXXXXXX~~ bearing even date herewith in the Principal Sum of Three Hundred Fifty Thousand & 00/100 Dollars, made payable to Gary-Wheaton Bank and delivered, in and by which said Note the First Party promises to pay said principal sum together with interest at the rate of 2.5% per annum in installments as follows:

(X) Interest from the date hereof at said rate shall be payable monthly, beginning 12/31/86 and continuing on the last day of each month thereafter; 1986 ; and

() Principal and interest at said rate shall be payable in consecutive monthly installments of \$ each beginning with , 19 , and continuing thereafter on the day of each month to and including the first day of , 19 ;

() On October 31, 19 87 all of the remaining principal and accrued interest shall be due and payable.

All of said payments are payable at GARY-WHEATON BANK, 120 East Wesley, Wheaton, Illinois.

NOW, THEREFORE, First Party to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Mortgagee, its successors and assigns, the following described property located in the County of Cook, State of Illinois:

All of Lots 69 to 74 inclusive, and those parts of lots 4 to 10 inclusive together with those parts of alleys adjoining said lots and vacated by Ordinance Number 401 passed by the Board of Trustees and approved by the President of the Village of Westchester on the 27th day of October, 1953, all in George F. Nixon and Company's Terminal Addition to Westchester in the North 1/2 of Section 21, Township 39 North, Range 12, East of the Third Principal Meridian, and falling within the following described line commencing at the South West corner of said Lot 69, said point being also the point of intersection of the West line of said Lot 69 with a line which is 141 feet North Easterly of (at right angle measurement) of the North Easterly line of Derty Lane, thence North along the West line of said Lots 69 to 74 and said line extended North a distance of 261.75 feet to the point of intersection of said line with the Southerly line of Roosevelt Road as widened, thence North 76 degrees 33 minutes 00 seconds East along said Southerly line, a distance of 150.02 feet to the point of intersection of said line with the West line of Lots 5 to 91 in said George F. Nixon and Company's Terminal Addition to Westchester extended North, thence South 00 degrees 05 minutes 40 seconds East along said last described line, a distance of 335.71 feet to the point of intersection of said line with the South line of said Lot 69 extended East, thence 89 degrees 44 minutes 00 seconds West along said last described line, a distance of 58.40 feet to the point of intersection of said line with the Southwesterly line of said Lot 69, thence North 66 degrees minutes 00 seconds West, a distance of 107.71 feet to the place of beginning, containing 48,163 square feet more or less, in Cook County, Illinois.

P.I.N.: 15-21-201-040. *A.A.O. all dm*

This Mortgage is given to secure a revolving credit loan, the terms of which provide that future advances may be made in an aggregate amount not to exceed the amount of lien set forth on the Mortgage. All such future advances are due and payable at the end of a period ending not more than twenty years from the date hereof, at which time Lender's obligation to make additional advances shall terminate. The lien of the Mortgage shall be valid as to all such indebtedness and future advances, which shall have priority...

which has the address of 9825 W. Roosevelt Road Westchester
(Street) (City)
Illinois 60153 (herein "Property Address"):
(State and Zip Code)

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

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

...over all subsequent liens and encumbrances and shall have priority as though they were made on the date hereof. Nothing herein shall be construed as meaning that the term of the loan is twenty years.

*Interest shall be .5% per annum above the published Prime Rate of interest in effect at Continental Illinois National Bank of Chicago, and will fluctuate as changes occur in that Prime Rate.

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT LANGUAGE IN SECOND PARAGRAPH ABOVE

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Property of Cook County Clerk's Office



inapplicable to leases for three years or less that contain no option to renew or purchase any preemption right. A consent once given under this paragraph does not exhaust this paragraph. Like consents will be needed on future transactions.

9. Upon, or at any time after the filing of a bill to foreclose this mortgage, the court in which such bill 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 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 the Mortgagee hereunder 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 First Party, its 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 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. The court may also place the Mortgagee in possession.

10. Mortgagee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

11. Mortgagee has no duty to examine the title, location, existence or condition of the premises, nor shall Mortgagee

IN WITNESS WHEREOF, First Party has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year first above written.

IMPRESS CORPORATE SEAL HERE

ATTEST:

Rick J. Pritikin
Secretary

Good News Publishers

Lane T. Dennis
Vice President
Lane T. Dennis

This document is being re-notarized to correct language on front page.

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

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The foregoing instrument was acknowledged before me this 11th day of May, 19 87, by Lane T. Dennis, Vice President of Good News Publishers, an Illinois Corporation, and by Rick J. Pritikin, Ass't. Secretary of said Corporation, all on behalf of said Corporation.

(SEAL)

Jody J. Jordan
Notary Public

My Commission Expires: 3/5/89

13.00

~~12.00~~

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FIRST PARTY AGREES THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for lien due expressly subordinated to the lien hereof; (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 Mortgagee or to the holders of buildings now or at any time in process of erection upon said premises; (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) refrain from making material alterations in said premises except as required by law or municipal ordinances; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Mortgagee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements on or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to the holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration then Mortgagee or the holders of the note may, but need not, make any payment or perform any act hereunder before set forth in any form and manner deemed appropriate, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and other prior lien or title or claim thereof, or redemption or purchase, discharge, compromise or settle any lien or interest in or interest on prior encumbrances, if any, and hereon therewith, including attorneys' fees, and any other action authorized and all expenses paid or incurred in connection therewith. All moneys paid for any of the purposes of tax or assessment. All moneys paid for any of the purposes of tax or assessment affecting said premises or content only interest thereon at the rate of ~~10%~~ interest thereon as the rate of interest on the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Mortgagee of the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any public 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.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree

5. The loan secured hereby is made in reliance upon the ownership and management by First Party of the mortgaged land. Therefore, if First Party shall, without consent in writing of the Mortgagee, convey all or part of the mortgaged land, including fixtures that are deemed part of the mortgaged land under local law (except to the extent permitted by the terms hereof), but expressly excluding from this Article any articles deemed chattels under local law, or if the management, ownership or control of the First Party shall change so that the present shareholders shall relinquish or lose their present degree of management, ownership or control, or in the event any consensual junior or concurrent lien attached to the mortgaged land, then all debt secured hereby shall at once become due and payable at the option of the holder of the Mortgage debt. In substantial changes, or changes by reason of death of an owner's family, shall not operate to accelerate the debt, but in the event of such changes this clause shall apply to the grantee or assignee as if he were a shareholder of the First Party. This provision is

6. First Party will monthly pay to Mortgagee, in addition to the principal and interest payments required in said note, and in addition to other amounts herein provided, a sum equal to one-twelfth (1/12) of the annual premiums for insurance carried on the mortgaged property or otherwise required to be carried hereunder, together with one-twelfth (1/12) of the annual taxes and assessments on the mortgaged property, all as shall be estimated by Mortgagee, and also (1/12) of the annual taxes and assessments on the mortgaged property, and other payments required in said lease. The sums provided in this paragraph shall be held by Mortgagee, without interest, and shall be applied by Mortgagee to the payment of expenses, and shall be applied by Mortgagee to the payment of such payment and the presentation by First Party to Mortgagee of a bill covering such expense.

7. First Party, on its own behalf, and on behalf of each and every person, except decree and judgment creditors of First Party acquiring an interest in or title to the premises subsequent to the date hereof, HEREBY WAIVES ALL RIGHTS OF REDEMPTION FOR SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE

8. The loan secured hereby is made in reliance upon the ownership and management by First Party of the mortgaged land. Therefore, if First Party shall, without consent in writing of the Mortgagee, convey all or part of the mortgaged land, including fixtures that are deemed part of the mortgaged land under local law (except to the extent permitted by the terms hereof), but expressly excluding from this Article any articles deemed chattels under local law, or if the management, ownership or control of the First Party shall change so that the present shareholders shall relinquish or lose their present degree of management, ownership or control, or in the event any consensual junior or concurrent lien attached to the mortgaged land, then all debt secured hereby shall at once become due and payable at the option of the holder of the Mortgage debt. In substantial changes, or changes by reason of death of an owner's family, shall not operate to accelerate the debt, but in the event of such changes this clause shall apply to the grantee or assignee as if he were a shareholder of the First Party. This provision is

9. The loan secured hereby is made in reliance upon the ownership and management by First Party of the mortgaged land. Therefore, if First Party shall, without consent in writing of the Mortgagee, convey all or part of the mortgaged land, including fixtures that are deemed part of the mortgaged land under local law (except to the extent permitted by the terms hereof), but expressly excluding from this Article any articles deemed chattels under local law, or if the management, ownership or control of the First Party shall change so that the present shareholders shall relinquish or lose their present degree of management, ownership or control, or in the event any consensual junior or concurrent lien attached to the mortgaged land, then all debt secured hereby shall at once become due and payable at the option of the holder of the Mortgage debt. In substantial changes, or changes by reason of death of an owner's family, shall not operate to accelerate the debt, but in the event of such changes this clause shall apply to the grantee or assignee as if he were a shareholder of the First Party. This provision is

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My Commission Expires: 3/5/89

(SEAL)

Notary Public
John J. Jordan

Ass't. Secretary of said Corporation, all on behalf of said Corporation.

Good News Publishers, an Illinois Corporation, and by Rick J. Prittkin,
May 19 87, by Lane T. Dennis, Vice President

The foregoing instrument was acknowledged before me this 11th day of

STATE OF ILLINOIS)
(SS)
COUNTY OF DUPAGE)

This document is being re-notarized to correct language on front page.

Good News Publishers
Lane T. Dennis
Vice President

ATTEST:
Rick J. Prittkin
Secretary

IMPRESS
CORPORATE SEAL
HERE

IN WITNESS WHEREOF, First Party has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its

11. Mortgagee has no duty to examine the title, location, existence or condition of the premises, nor shall Mortgagee access thereto shall be permitted for this purpose.

12. Mortgagee or the holder of the note shall have the right to inspect the premises at all reasonable times and possession.

13. Upon request of First Party, Mortgagee, at Mortgagee's option prior to release of this Mortgage, may make future advances to First Party. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ 175,000.00

14. The additional provisions contained in a Rider attached hereto as Exhibit are hereby incorporated by reference.

15. Mortgagee shall release and satisfy this mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this mortgage has been fully paid and Mortgagee may execute and deliver a release hereof; and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Mortgagee the note representing that all indebtedness hereby secured has been paid, which representation Mortgagee may accept as true without inquiry. There the release is requested of the Mortgagee and it has here executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description contained of the note and which purports to be executed on behalf of First Party. Mortgagee is hereby empowered to charge a reasonable sum for the preparation of such release.

16. Upon request of First Party, Mortgagee, at Mortgagee's option prior to release of this Mortgage, may make future advances to First Party. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ 175,000.00

17. Mortgagee shall release and satisfy this mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this mortgage has been fully paid and Mortgagee may execute and deliver a release hereof; and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Mortgagee the note representing that all indebtedness hereby secured has been paid, which representation Mortgagee may accept as true without inquiry. There the release is requested of the Mortgagee and it has here executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description contained of the note and which purports to be executed on behalf of First Party. Mortgagee is hereby empowered to charge a reasonable sum for the preparation of such release.

18. Upon request of First Party, Mortgagee, at Mortgagee's option prior to release of this Mortgage, may make future advances to First Party. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ 175,000.00

19. Upon request of First Party, Mortgagee, at Mortgagee's option prior to release of this Mortgage, may make future advances to First Party. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ 175,000.00

20. Upon request of First Party, Mortgagee, at Mortgagee's option prior to release of this Mortgage, may make future advances to First Party. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ 175,000.00

21. Upon request of First Party, Mortgagee, at Mortgagee's option prior to release of this Mortgage, may make future advances to First Party. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ 175,000.00

22. Upon request of First Party, Mortgagee, at Mortgagee's option prior to release of this Mortgage, may make future advances to First Party. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ 175,000.00

23. Upon request of First Party, Mortgagee, at Mortgagee's option prior to release of this Mortgage, may make future advances to First Party. Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ 175,000.00

FIRST PARTY AGREES THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or 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 hereof; (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 Mortgagee or to the holders of the notes; (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) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Mortgagee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Mortgagee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration; then Mortgagee or the holders of the note may, but need not, make any payment or perform any act hereinbefore set forth 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 or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of ~~ten percent~~ ^{two (2) percentage points above note rate.} in the event of default of Mortgagee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

2. The Mortgagee or the holders of the note hereby secured making any payment hereby authorized 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.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall 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 or holders of the note for attorneys' fees, Mortgagee's 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 examination, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee or holders of the note may deem to be 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 the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate set forth in the note when paid or incurred by Mortgagee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them 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 such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. 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 are 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 First Party, its legal representatives, successors or assigns, as their rights may appear.

6. First Party will monthly pay to Mortgagee, in addition to the principal and interest payments required in said note, and in addition to other amounts herein provided, a sum equal to one-twelfth (1/12) of the annual premiums for insurance carried on the mortgaged property or otherwise required to be carried hereunder, together with one-twelfth (1/12) of the annual taxes and assessments on the mortgaged property, all as shall be estimated by Mortgagee, and also (if this is a leasehold mortgage) one-twelfth (1/12) of the annual rents and other payments required in said lease. The sums paid under this paragraph shall be held by Mortgagee, without interest, and shall be applied by Mortgagee to the payment of the expense for which sums respectively were deposited, as and when said expenses shall become due and before the same shall become due, upon the request of First Party for such payment and the presentation by First Party to Mortgagee of a bill covering such expense.

7. First Party, on its own behalf, and on behalf of each and every person, except decree and judgment creditors of First Party acquiring any interest in or title to the premises subsequent to the date hereof, HEREBY WAIVES ALL RIGHTS OF REDEMPTION FROM A SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE.

8. The loan secured hereby is made in reliance upon the ownership and management by First Party of the mortgaged land. Therefore, if First Party shall, without consent in writing of the Mortgagee, convey all or part of the mortgaged land, including fixtures that are deemed part of the mortgaged land under local law (except to the extent permitted by the terms hereof), but expressly excluding from this Article any articles deemed chattels under local law, or if the management, ownership or control of the First Party shall change so that the present shareholders shall relinquish or lose their present degree of management, ownership or control, or in the event any consensual junior or concurrent lien attaches to the mortgaged land, then all debt secured hereby shall at once become due and payable at the option of the holder of the Mortgage debt. Insubstantial changes, or changes by reason of death of an owner's family, shall not operate to accelerate the debt, but in the event of such changes this clause shall apply to the grantee or assignee as if he were a shareholder of the First Party. This provision is

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UNOFFICIAL COPY

inapplicable to leases for three years or less that contain no option to renew or purchase any preemption right. A consent once given under this paragraph does not exhaust this paragraph. Like consents will be needed on future transactions.

be obligated to record this mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
COUNTY OF DU PAGE)SS

The foregoing instrument was acknowledged before me this 25th day of November 1986, by Lane T. Dennis, Vice President of Good News Publishers, an Illinois Corporation, and by Rick J. Pritikin, Ass't. Secretary of said Corporation, who affixed the seal of said corporation, all on behalf of said corporation.

(SEAL)

My Commission Expires

January 23, 1990

This Instrument Prepared By:

Jody L. Jordan
Gony-Wheaton Bank
10 E. Wesley St.
Wheaton IL 60187

Rick J. Pritikin
Notary Public
Rick J. Pritikin

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86-589753

ABOVE**

~~12-002~~

UNOFFICIAL COPY

8. The loan secured hereby is made in reliance upon the ownership and management by the First Party of the mortgaged land, including fixtures that are deemed part of the mortgaged land, under local law (except to the extent permitted by the terms hereof), but expressly excluding from this Article any articles deemed chattels under local law, or if the management, ownership or control of the First Party shall change so that the present shareholders shall relinquish or lose their present degree of management, ownership or control, or in the event any consensual junior or concurrent lien attaches to the mortgaged land, then all debt secured hereby shall at once become due and payable at the option of the holder of the Mortgage debt. In substantial changes, or changes by reason of death of an owner's family, shall not operate to accelerate the debt, but in the event of such changes this clause shall apply to the grantee or assignee as if he were a shareholder of the First Party. This provision is

OR DEGREE OF FORFEITURE OF THIS MORTGAGE.

7. First Party, on its own behalf, and on behalf of each and every person, except, however, judgment creditors of First Party acquiring any interest in or title to the premises subsequent to the date hereof, HEREBY WAIVES ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER

6. First Party will monthly pay to Mortgagee, in addition to the principal and interest payments required in said note, and in addition to other amounts herein provided, a sum equal to one-twelfth (1/12) of the annual premium for insurance carried on the mortgaged property or otherwise required to be carried hereunder, together with one-twelfth (1/12) of the annual taxes and assessments on the mortgaged property, all as shall be estimated by Mortgagee, and also (1/12) of the annual taxes and assessments on the mortgaged property, and shall be applied by Mortgagee to the payment of interest, and other payments required in said lease. The sums under this paragraph shall be held by Mortgagee, without interest, and shall be applied by Mortgagee to the payment of interest and other payments required in said lease. The sums under this paragraph shall be held by Mortgagee, without interest, and shall be applied by Mortgagee to the payment of interest and other payments required in said lease. The sums under this paragraph shall be held by Mortgagee, without interest, and shall be applied by Mortgagee to the payment of interest and other payments required in said lease.

5. 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 are 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 surplus to First Party, its legal representatives, successors or assigns, as their rights may appear.

4. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any building or improvement now or hereafter on the premises which may be damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (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 Mortgagee or to the holders of the building or building mortgage; (4) complete 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) refrain from making material alterations in said premises except as required by law or municipal ordinances; (7) pay before any special assessments, water charges, sewer service charges, penalty attaches all general taxes, and pay special taxes, and other charges against the premises when due, and upon written request to Mortgagee or to holders of the building mortgage duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements on or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm; (10) policies provided for payment by the insurance companies satisfactory to the holders of the note, under mortgagee's policy, in case of loss or damage, to Mortgagee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to the holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration, then Mortgagee or the holders of the note may, but need not, make any payment or be for or any act hereunder before set forth 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 redemption of any tax sale or forfeiture affecting said premises or convey any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee or the holders of the note or interest thereon at the rate of 10% per annum, shall be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in this mortgage or to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

2. The Mortgagee or the holders of the note hereby secured making any payment hereby authorized 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.

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any building or improvement now or hereafter on the premises which may be damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (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 Mortgagee or to the holders of the building or building mortgage; (4) complete 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) refrain from making material alterations in said premises except as required by law or municipal ordinances; (7) pay before any special assessments, water charges, sewer service charges, penalty attaches all general taxes, and pay special taxes, and other charges against the premises when due, and upon written request to Mortgagee or to holders of the building mortgage duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements on or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm; (10) policies provided for payment by the insurance companies satisfactory to the holders of the note, under mortgagee's policy, in case of loss or damage, to Mortgagee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy; and to deliver all policies, including additional and renewal policies, to the holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective dates of expiration, then Mortgagee or the holders of the note may, but need not, make any payment or be for or any act hereunder before set forth 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 redemption of any tax sale or forfeiture affecting said premises or convey any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee or the holders of the note or interest thereon at the rate of 10% per annum, shall be considered as a waiver of any right accruing to them on account of any of the provisions of this paragraph.

FIRST PARTY AGREES THAT:

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