

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY:

Joyce R. Benjamin
One South Dearborn Street
Chicago, IL 60603

TRUSTEE MORTGAGE

CITICORP SAVINGS

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (1 312 977 5000)

88516278

LOAN#: 00-100335-9

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2013
for Michaela

THIS INSTRUMENT made October 20, 19 88, by and between
FIRST UNITED TRUST COMPANY

(an Illinois corporation) (not personally, but as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said (corporation) (association) in pursuance of Trust Agreement dated OCTOBER 12, 1988 and known as Trust No. 10219, herein referred to as "Mortgagor", and **Citicorp Savings of Illinois, a Federal Savings and Loan Association**, a corporation organized and existing under the laws of the United States, or its successors and assigns, herein referred to as "Mortgagee", WITNESSETH:

THAT, WHEREAS Mortgagor has concurrently herewith executed and delivered a promissory note bearing even date herewith ("Note") in the principal sum of ONE MILLION SIX HUNDRED EIGHTY THOUSAND AND 00/100

(\$ 1,680,000.00), payable to the order of the Mortgagee in and by which the Mortgagor promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, (1) any additional advances and escrows, with interest thereon as provided in the Note, made by the Mortgagee to protect the security hereunder, at any time before the release and cancellation of this mortgage, and (2) the principal sum and interest thereon at the rate and at the times and amounts as provided in the Note, to be applied first to advances and escrows then to interest, and the balance to principal until said indebtedness is paid in full. All of said principal and interest are made payable at such place as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of **Citicorp Savings of Illinois**.

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

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AM

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 NOV -9 AM 10: 55

88516278

SEE RIDER ATTACHED

88516278

CONTINUED

more commonly known as:
930 N. Austin, 101 W. Harrison, Oak Park, Illinois
1100 N. Austin, 222 W. Washington,

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

TOGETHER with all buildings, improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, curtain fixtures, partitions, attached floor covering, now or hereafter therein or thereon and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing):

- (a) (if the improvements consist of a hotel, motel or furnished apartments) all other fixtures, apparatus, equipment, furniture, furnishings, and articles used or useful in connection with the hotel, motel or furnished apartment business now or hereafter conducted upon said premises, or
- (b) (if the improvements consist, in whole or in part, of unfurnished apartments) all other fixtures, apparatus, equipment and articles of the type and character customarily furnished by landlords to tenants or occupants of unfurnished apartment properties in the municipality in which the premises are located, or
- (c) (if the improvements consist of a residence, other than an apartment type building) all washing machines, clothes dryers, waste disposal units, attached fans, ducts, automatic dishwashers, and radio and television aerials, or
- (d) (if the improvements consist of a commercial building, manufacturing plant or other type of improvements useful for industrial or commercial purposes) all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the premises as distinguished from fixtures which relate to the use, occupancy and enjoyment of the premises,

The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, and the Mortgagee shall not be held liable for any loss or damage to the property or contents thereof...

20. 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, the Mortgagee shall have the right to take possession of the premises...

21. Assignment of Lease and Reversion. To further secure the loan and to protect the interest of the Mortgagee, the Mortgagee does hereby assign and transfer to the Mortgagee all the rents, issues and profits now due and which may hereafter become due...

22. Appointment of Receiver. The Mortgagee may, at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is pending, appoint a receiver of said premises. Such appointment may be made either before or after the filing of the complaint...

23. Foreclosure; Expenses of Liquidation. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose for such indebtedness in the manner provided in this Mortgage...

24. 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 incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph...

25. 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 incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph...

26. 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 incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph...

27. 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 incurred in the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph...

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THIS MORTGAGE is executed by the undersigned, not personally but as "Trustee as foreclosed in the exercise of the power and authority conferred upon and vested in it as such Trustee and said (Association) hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the part of the Mortgagor or on said (Association) (Association) personally to pay the Note or any interest thereon, or any indebtedness accruing hereon, or to perform any covenant or other express or implied herein contained in being understood and agreed that each of the provisions hereof, except the warranty hereinafore contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be construed in language of a promise or covenant or agreement, and that such liability, if any, being expressly waived by Mortgagor and by every party now or hereafter claiming any right or security hereon, and that so far as the Mortgagor and its successors and said (Association) (Association) personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereon shall look solely to any one or more of (1) the premises hereby conveyed and profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided; (2) any other security given to secure said indebtedness; or (3) the personal liability of the guarantor, co-signer, surety or endorser, if any.

30. **Furnishing of Financial Statements to Mortgagor.** Upon request, Mortgagor shall furnish to Mortgagor, a semi-annual operating statement of income and expense of the mortgaged premises signed and certified by the Mortgagor's beneficiary or beneficiaries.

31. **Continuing Right.** Each right, power and remedy herein conferred upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor named herein, and the holder or holders of the Note secured hereby.

32. **Binding on Successors and Assigns.** The lien of this Mortgage and all of the provisions and conditions contained herein shall extend to and be binding upon all successors and assigns of the Mortgagor. The word "Mortgagor" when used herein shall include the successors and assigns of the Mortgagor named herein, and the holder or holders of the Note secured hereby.

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

29. **Mortgagor's Lien for Service Charges and Expenses.** At all times, regardless of whether any loan proceeds have been 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, liquidated damages, expenses and advances due to or incurred by the Mortgagor in connection with this transaction.

28. **Waiver of Statutory Rights.** Mortgagor shall not and will not apply for or obtain (1) a writ of injunction, stay, extension or exemption of laws, or any so-called "Mortgagee's Law", 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 have or may claim through it, waives any and all right to have the property and estate comprising the mortgaged property insured upon any basis other than that of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property insured upon any basis other than that of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. (THE ABOVE WAIVER HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE, PURSUANT TO RIGHTS HEREIN GRANTED, ON BEHALF OF THE MORTGAGOR, THE TRUSTEES, AND ALL PERSONS OR FIRMS, INTERESTED HEREIN, INCLUDING THE TRUSTEES, RESPECTED HEREIN SUBSTITUTED, GUARANTEED, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.)

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

26. **Giving of Notice.** Any notice which either party hereby may desire to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Mortgagor at the mortgaged premises, designated by street address or to the Mortgagor, at its principal office in Chicago, Illinois to the attention of the Vice President in charge of a commercial institution or to the Mortgagor, at its principal office in any other place within the United States as any party hereby may give by a letter in writing designating a place for service of notice, shall constitute service of notice hereunder. Any notice given by the Mortgagor shall be deemed, even on the date the same is deposited in the United States mails, to have been given to the other party.

25. **Release upon Payment of Mortgage and Discharge of Mortgage.** Mortgagor shall release this mortgage and the lien thereon upon execution of such release.

24. **Conditions.** Mortgagee hereby assigns, transfers and sets over unto Mortgagor the entire proceeds of any award or any claim for damages for any of the workmen or employees employed under the power of eminent domain or by condemnation. Mortgagor may elect to apply the proceeds of the award upon or in satisfaction of the indebtedness secured hereby, whether due or not, or to reimburse Mortgagor for the cost of the rebuilding or repairs of buildings or improvements on such premises, in accordance with plans and specifications to be submitted to and approved by Mortgagor. If the Mortgagor is obligated to restore or replace the damaged or destroyed building or improvements under the terms of any award or judgment, provided Mortgagor is not then in default under this Mortgage. In the event Mortgagor is required or authorized, either by Mortgagor's election as aforesaid, or by virtue of any such award, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in paragraph 8 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, on the option of Mortgagor, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagor shall be entitled to collect out of the proceeds of the award, a premium on the amount prepaid, at the same rate as though Mortgagor had elected at the time of such application of proceeds for it; Mortgagor then has no such claim on the amount prepaid, at the same rate as though Mortgagor had elected at the time of such application of proceeds with the terms of the Note secured hereby.

23. **Late Charge.** In the event the Mortgagee shall, from time to time, accept payment of any installment required on the Note and under this Mortgage which is in arrears, Mortgagee may collect a "late charge" as provided for in the Note to cover the extra expense involved in handling delinquent payments; provided, however, that nothing in this paragraph shall authorize the Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

22. **Mortgagor's Right of Inspection.** Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

(1) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale;

(2) to the payment of all repairs, decorations, renewals, replacements, alterations, additions, betterments, and improvements of said premises, including the cost from time to time of insulating or replacing gas piping and gas or electric lines, and of painting said property in said condition as well, in the judgment of the Mortgagor, make it readily rentable;

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

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

(5) to the payment of all taxes and special assessments now due or which may hereafter become due on said premises; and entering into leases, established claims for damages, if any, and premiums on insurance hereinafore authorized;

(6) to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include commissions and other compensation) and expenses of seeking and obtaining tenants, if management be delegated to an agent or agents, and shall also include reasonable compensation to the Mortgagor and its agent or agents, if management be delegated to an agent or agents, and shall also include

(7) to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include commissions and other compensation) and expenses of seeking and obtaining tenants, if management be delegated to an agent or agents, and shall also include

(8) to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include commissions and other compensation) and expenses of seeking and obtaining tenants, if management be delegated to an agent or agents, and shall also include

21. **Application of Income Received by Mortgagor.** The Mortgagor in the exercise of the rights and powers hereinbefore conferred upon it by paragraph 19 and paragraph 20 hereof shall have full power to use and apply the rents, issues and profits of the premises to the payment of or on account of the following, in such order as the Mortgagor may determine:

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Box 165

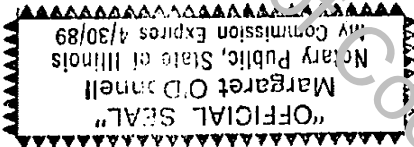
TRUSTEE MORTGAGE

Firstcorp Savings of Illinois
Federal Savings and Loan Association

Non Property located at:
930 N. Austin, 101 W. Harrison
Oak Park, Illinois

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (1 312 977 5000)

GEORGE SAVINGS FORM 329A PAGE 6



April 30, 1989

Margaret O'Donnell
Notary Public

My Commission Expires:

GIVEN under my hand and Notarial Seal this 30th day of October, 1988.

known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President of said (Corporation) (Association) who are personally and purpose therein set forth; and the said Assistant Secretary then and there acknowledged that (he) (she), as custodian of the corporate seal of said (Corporation) (Association) to said instrument as (his) (hers) own five and voluntary act and as the free and voluntary act of said (Corporation) (Association), as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF Cook)
SS:)
Margaret O'Donnell)
Assistant Vice President)

ATTEST
[Signature]
Assistant Secretary

By *[Signature]*
Assistant Vice President

IN WITNESS WHEREOF,
not personally but as Trustee as aforesaid, has caused these presents to be signed by its
and the corporate seal to be hereunto affixed and attested by its
this 20th day of October
19 88
FIRST UNITED TRUST COMPANY

Property of Cook County Clerk

UNOFFICIAL COPY

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LEGAL DESCRIPTION

P. 1

THE SOUTH 11-1/2 FEET OF THE NORTH 200 FEET AND THE SOUTH 48.90 FEET OF THE NORTH 248.90 FEET OF LOT 1 IN BLOCK 1 IN JOHN WASHINGTON JR.'S ADDITION TO AUSTIN BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P. 2

LOT 12 IN BLOCK 1 IN HOOKER'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 19 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P. 3

LOTS 1 AND 2 IN BLOCK 3 IN AUSTIN PARK, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P. 4

THE EAST 5 FEET OF LOT 1 AND ALL OF LOTS 2, 3 AND 4 IN J.W. ALLEN'S SUBDIVISION OF LOTS 50, 51 AND 52 OF O.R. ERWIN'S SUBDIVISION OF THE SOUTH 1466.50 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT RAILROAD) OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.
Washington, Oak Park, Illinois

PIN: 16 05 320 027 0000
16 05 307 034 0000
16 17 305 006 0000
16 08 314 021 0000
16 05 320 028 0000
16 08 314 022 0000
16 08 314 023 0000

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