

Box 333
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THIS INSTRUMENT PREPARED BY:
C. Q. FONTARELLI

88519198

WHEN RECORDED MAIL TO
HOME SAVINGS OF AMERICA
P.O. BOX 7075
PASADENA, CALIFORNIA 91109-7075

\$16.00

ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS.

LOAN NO. 986914-0

Mortgage, Assignment of Rents and Security Agreement

This Mortgage (the "Instrument") is made this 4th day of NOVEMBER, 1988 between
CITIZEN'S NATIONAL BANK & TRUST CO. OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE UNDER
A CERTAIN TRUST AGREEMENT DATED OCTOBER 27, 1988 AND KNOWN AS TRUST NO. 440

(the "Mortgagor") whose address is 5100 WEST CHICAGO AVENUE
CHICAGO, IL. 60651

and HOME SAVINGS OF AMERICA, F.A.
a federally chartered savings and loan association (the "Lender"), whose address is P.O. Box 7075, Pasadena, California 91109-7075
WITNESSETH Mortgagor irrevocably grants, conveys, transfers and assigns to Lender that real property in

COOK

County, Illinois, described as:

THE NORTH 125 FEET OF THE SOUTH 250 FEET OF LOT 1 IN BLOCK 1 IN JOHN JOHNSTON JR'S
ADDITION TO AUSTIN, BEING A SUBDIVISION OF THE SOUTH 1/2 OF SOUTH WEST 1/4 OF SECTION
5, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

COMMONLY KNOWN AS 914 NORTH AUSTIN BOULEVARD, OAK PARK, IL. 60302

PTN: 16-05-320-031 16-05-320-082 16-05-320-133 16-05-320-034

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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TOGETHER with all interest which Mortgagor now has or may hereafter acquire in or to said property, and in and to all easements and rights of way appurtenant thereto, and all benefits or benefits created, devised, conveyed, or otherwise acquired, and all buildings, structures, improvements, fixtures, and appurtenances now or hereafter placed thereon, including but not limited to all fixtures, apparatus, machinery, equipment, engines, boilers, incinerators, building materials, appliances, and goods of every nature whatsoever now or hereafter attached to, on, or in, or otherwise to be attached to or on, or in, or otherwise with said property, including, but not limited to, those for the purpose of supplying, distributing, or using, or otherwise using, gas, electricity, water, air, refrigeration, ventilation, laundry, drying, dishwashing, parking, disposal and other services, and all of said machinery and equipment, fire prevention and fire fighting apparatus, security, and access control apparatus, plumbing, heating, water, water closets, sinks, ranges, stoves, refrigerators, dishwashers, deep freezers, washers, dryers, water heaters, and water closets, and all fixtures, mirrors, shades, curtains, drapes, carpets, mirrors, cabinets, paneling, rugs, chandeliers, ceiling fans, furniture, pictures, cabinets, trees, and plants, pool equipment, and all fixtures and appliances that are attached to, on, or in, or otherwise to be attached to and be part of the real property that is conveyed hereby, and all other contents, furnishings, appliances, machinery, and other trade fixtures, all of which were installed on said property, and that such items, including replacement and additions thereto, be and lawfully deemed to be attached to and be part of the real property, that is conveyed hereby, and all royalties, mineral, oil and gas rights, and profits, water and water rights, whether or not appurtenant, and shares of stock pertaining to such water or water right ownership, of which affect, and property, and the rents, income, issues, and profits, of all properties conveyed by this instrument, and of all accounts, accounts receivable, chattel paper, insurance claims, condemnation awards, general intangibles, contract rights, instruments, documents, and other rights of Mortgagor arising out of or related to Mortgagor's ownership of such property. SUBJECT HOWEVER to the terms and conditions herein set forth, Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to evidence or confirm the tenor of this Instrument on any such properties. The properties conveyed to Lender hereunder are hereinafter referred to as the "Property"

FOR THE PURPOSE OF SECURING:

(1) Payment of the sum of \$ 5,200,000.00 with interest thereon according to the terms of a promissory note of even date herewith and having a final maturity date of NOVEMBER 15, 2018 made by Mortgagor payable to Lender or order, and all modifications, extensions, or renewals thereof (the "Note"); (2) Payment of such additional sums with interest thereon (a) as may be hereafter advanced by Lender pursuant to paragraph 14 hereof (herein "Future Advances"), and (b) as may be incurred, paid out, or advanced by Lender, or may otherwise be due Lender under any provision of this Instrument; (3) If this is a construction loan, performance by Mortgagor of the covenants and agreements contained in a construction loan agreement between Mortgagor and Lender, of even date herewith, as provided in paragraph 17 hereof; (4) Performance of each agreement of Mortgagor contained herein or incorporated herein by reference or contained in any other agreement, or covenants, or conditions, or agreements relating to the use, enjoyment, or maintenance of the Property, and the performance and keeping by Mortgagor of each of the covenants and agreements required to be kept and performed by Mortgagor as herein provided pursuant to the terms of the loan and any and all other instruments creating Mortgagor's leasehold interest in or defining Mortgagor's rights as lessee in respect to the Property; (5) Performance by Mortgagor with each and every monetary obligation to be performed by Mortgagor under any recorded covenants, conditions, and restrictions pertaining to the Property; (6) At Lender's option, payment, with interest thereon, of any other present or future indebtedness or obligation of Mortgagor or of any successor in interest of Mortgagor to such Property owing to Lender, whether created directly or acquired by absolute or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Instrument or arising thereafter, the exercise of such option to be evidenced by a note in writing to Mortgagor or any successor in interest to Mortgagor; (7) Performance of all agreements of Mortgagor to pay fees and charges to the Lender relating to the loan secured hereby; (8) Payment of charges, as allowed by law when such charges are made, for any statement issued by Lender regarding the obligation secured hereby.

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to grant, convey, transfer and assign the Property to Lender.

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Mortgagee shall not surrender the leasehold estate and interest herein conveyed nor terminate or cancel the ground lease creating said estate and interest, and Mortgagee shall not... (1) Use of Property. Unless required by applicable law or unless Lender has otherwise agreed in writing, Mortgagee shall not allow changes in the use for which all or any part of the Property was intended at the time this instrument was executed...

(2) Protection of Lender's Security. If Mortgagee fails to perform the covenants and agreements contained in this instrument, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender thereon, including, but not limited to, eminent domain, insolvency, building code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, disburse such sums, and take such action as Lender deems necessary in its sole discretion to protect Lender's interest...

(3) Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property.

(4) Books and Records. Mortgagee shall keep and maintain at all times at Mortgagee's address as provided in the Note, or such other place as Lender may approve in writing, complete and accurate books of accounts and records, in accordance with generally accepted accounting principles consistently applied, adequate to reflect correctly the results of the operation of the Property and copies of all written contracts, budgets, change orders, leases, and other instruments which affect the Property. Such books, records, contracts, budgets, change orders, leases, and other instruments shall be subject to examination and inspection at any reasonable time by Lender. Within seven days of Lender's request, Mortgagee shall furnish to Lender a balance sheet, a statement of income and expenses of the Property and a statement of changes in financial position, each in reasonable detail and certified by Mortgagee and, if Lender shall require, by an independent certified public accountant. Mortgagee shall furnish, together with the foregoing financial statements and at any other time upon Lender's request, a list scheduled for the Property, certified by Mortgagee or Mortgagee's beneficiary, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable and the rent paid. In addition to the foregoing, at Lender's request, Mortgagee shall furnish such financial statements and other documents or records within 120 days following the close of each calendar year. All financial statements and other documents or records pursuant to this paragraph 10 shall be provided at Mortgagee's sole expense.

(5) Condemnation. Mortgagee shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect or whether by eminent domain or otherwise, of the Property, or part thereof, and Mortgagee shall appear in and prosecute any such action or proceeding, unless otherwise directed by Lender in writing. Mortgagee authorizes Lender, at Lender's option, as attorney-in-fact for Mortgagee, to commence, appear in and prosecute, in Lender's or Mortgagee's name, any action or proceeding relating to any such condemnation or other taking of the Property and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any such condemnation or other taking of the Property or part thereof, or of conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender, subject to this instrument, in whole or in part, to the rights of the lessor under the ground lease.

Mortgagee authorizes Lender to apply such award, payments, proceeds or damages, after the deduction of Lender's expenses, incurred in the collection of such amounts, at Lender's option, to restoration or repair of the Property or to payment of the sums secured by this instrument, whether or not then due, in the order of application set forth in paragraph 3 hereof, with the balance, if any, to Mortgagee. Unless Mortgagee and Lender otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. Mortgagee agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

(6) Lien Not Released. From time to time Lender may, at Lender's option, without giving notice to or obtaining the consent of Mortgagee, Mortgagee's successors or assigns or of any junior holder or guarantors, without liability on Lender's part and notwithstanding Mortgagee's breach of any covenant or agreement of Mortgagee in this instrument, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, release any other person's, jointly or otherwise liable on any of said indebtedness, accept a renewal note or note therefor, modify the terms and time of payment of said indebtedness, release from the lien of this instrument any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Mortgagee to modify the rate of interest or period of amortization of the Note or change the amount of the monthly installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph 12 shall not affect the obligations of Mortgagee or Mortgagee's successors or assigns to pay the sums secured by this instrument and to observe the covenants of Mortgagee contained herein, shall not affect the quantity of any person, corporation, partnership or other entity for payment of the indebtedness secured hereby, and shall not affect the lien or priority of lien hereof on the Property. Mortgagee shall pay Lender a reasonable service charge, together with such title insurance premiums and attorneys' fees as may be incurred, at Lender's option, for any such action if taken at Mortgagee's request.

(7) Forbearance by Lender Not a Waiver. No waiver by Lender of any right under this instrument or of any provision of this instrument as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. By accepting payment of any sum secured hereby after its due date or by making any payment or performing any act on behalf of Mortgagee that Mortgagee was obligated hereunder but failed to make or perform, or by adding any payment so made by Lender to the indebtedness secured hereby, Lender does not waive its right to require prompt payment when due of all sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay.

(8) Estoppel Certificate. Mortgagee shall within ten days of a written request from Lender furnish Lender with a written statement, duly acknowledged, setting forth the sums secured by this instrument and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this instrument.

(9) Uniform Commercial Code Security Agreement. This instrument is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagee hereby grants Lender a security interest in said items. Mortgagee agrees that Lender may file this instrument or a reproduction thereof, in the appropriate records or index for Uniform Commercial Code filings, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagee agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproductions of this instrument in such form as Lender may require to perfect a security interest with respect to said items. Mortgagee shall pay all costs of filing such financing statements, and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record search for financing statements. Lender may reasonably require. Without the prior written consent of Lender, Mortgagee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacement and additions thereto. Upon Mortgagee's breach of any covenant or agreement of Mortgagee contained in this instrument, including the covenants to pay when due all sums secured by this instrument, Lender shall have the remedies of a secured party under the Uniform Commercial Code, and, at Lender's option, may invoke the remedies provided in paragraph 21 of this instrument as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any other personal property specified above as part of the Property separately or together and in any order, whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in paragraph 21 of this instrument.

(10) Lease of the Property. As used in this paragraph 16, the word "lease" shall mean "sublease" if this instrument is on a leasehold. Mortgagee shall comply with and observe Mortgagee's obligations as landlord under all leases of the Property or any part thereof. Mortgagee, at Lender's request, shall furnish Lender with executed copies of all leases now existing or hereafter made of all or any part of the Property, and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. Unless otherwise waived by Lender, all leases of the Property shall specifically provide that such leases: (a) are subordinate to this instrument, (b) that the tenant attorns to Lender, such attornment to be effective upon Lender's acquisition of title to the Property, (c) that the tenant agrees to execute such further evidences of attornment as Lender may, from time to time request, (d) that the attornment of the tenant shall not be terminated by foreclosure, and (e) that Lender may, at Lender's option, accept or reject such attornments. Mortgagee shall not, without Lender's written consent, execute, modify, surrender, terminate, either orally or in writing, any lease now existing or hereafter made of all or any part of the Property providing for a term of three years or more, permit an assignment or sublease of such a lease without Lender's written consent, or request or consent to the subordination of any lease of all or any part of the Property to any lien subordinate to this instrument. If Mortgagee becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Mortgagee shall (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent, (ii) notify Lender thereof and of the amount of such set-off, and (iii) within ten days after such accrual, reimburse the tenant who shall have acquired such right to set off or take such other steps as shall effectively discharge such set off and as shall assure that rents thereafter due shall continue to be payable without set off or deduction.

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(34) **Future Advances.** Upon the terms of this Mortgage, the Lender's obligation to make Future Advances to Mortgagor, set forth in the Note, shall be subject to the payment of all the principal of this Mortgage when evidenced by promissory notes stating that said notes are accumulated 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 NINE

(35) **Waiver of Right of Redemption.** Mortgagor has been directed by its beneficiary to and hereby does, waive any and all rights of redemption from sale under any order of foreclosure of this Mortgage on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring an interest in or title to the Property subsequent to the date of this Mortgage. (CITIZENS NATIONAL BANK & TRUST CO. OF CHICAGO)

This Mortgage is executed by not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the Lender herein and by every person now and hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on said Trustee personally to pay said Note or any interest that may accrue thereon, on any indebtedness accruing hereunder or to perform any covenants, either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery for any breach of any warranty contained in this Mortgage and any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the Property hereby conveyed by enforcement of the provisions hereof and of said Note, and any other instrument given to secure Note, but this waiver shall in no way affect the personal liability of any cosigner, endorser or guarantor of said Note.

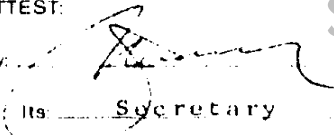
(36) **General Provisions.** (a) This Mortgage applies to, inures to the benefit of, and binds, all parties hereto and their successors and assigns. (b) the term Mortgagor shall mean the CITIZENS NATIONAL BANK & TRUST CO. OF CHICAGO

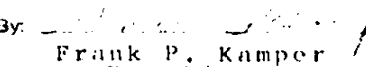
as Trustee and where the context permits or requires the owners of the beneficial interest in Trust No. 440 and their respective personal representatives, successors and assigns, (c) the term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Lender herein, (d) wherever the context so requires, the masculine, feminine, and neuter genders each includes the others, the singular number includes the plural, and vice versa, and (e) captions and paragraph headings used herein are for convenience only, are not a part of this Mortgage and shall not be used in construing it.

IN WITNESS WHEREOF, MORTGAGOR has executed this Instrument or has caused the same to be executed by its representatives thereunto duly authorized.

LOAN NO. 986914-0

CITIZENS NATIONAL BANK & TRUST CO. OF CHICAGO, TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 27, 1988, AND KNOWN AS TRUST NUMBER 440
ATTEST: as Trustee as aforesaid, and not personally or individually

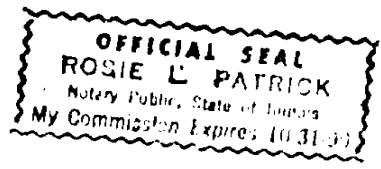
By: 
Its: Secretary

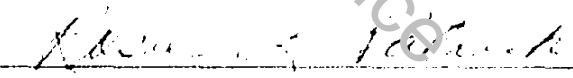
By: 
Its: President

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, Rosie L. Patrick, a Notary Public, in and for and residing in County, in the State aforesaid, DO HEREBY CERTIFY that Frank P. Kamper and Jerry D. Mackey, the President and Secretary, respectively, of Citizens National Bank & Trust Company of Chicago, personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such President and Secretary, respectively, appeared before me this day a person and being first duly sworn by me severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth and the said Secretary, as custodian of the corporate seal of said company, did affix the corporate seal of said company to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 4th day of November, 1988




Notary Public

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