UNOFFICIAL GOPY o o

88579800

THIS MORTGAGE is dated as of <u>December 7, 1988</u>, and is between <u>JVR Partnership</u>, an <u>Illinois General Partnership</u>, ("Mortgagor"), and Cole Taylor Bank/Skokie, an Illinois Banking Corporation located at 4400 Oakton, Skokie, Illinois ("Bank").

WITNESSEIH:

Mortgager has executed a Note dated as of the date of this Mortgage, payable to the order of the Bank ("Note") in the principal amount of <u>Six Hundred Thousand Dollars (\$600,000,000</u>. Interest on the unpaid principal balance of the Note shall accrue at the per annum rate of <u>one quarter of one percent (1/4%)</u>, in excess of the Prime Fate, as defined in the Note. Interest on the unpaid principal balance of the Note shall be increased to the rate of four percent (4%) in excess of the aforesaid rate then in effect, after maturity of the Note or upon Default under the Note or this Mortgage. Installment payments shall be due and payable on the Note monthly beginning <u>January 15</u>, 1989, and continuing on the same day of each successive month thereafter until <u>December 15</u>, 1993, on which day the entire unpaid balance of rrincipal and interest shall be due and payable.

To secure payment of the indebteiness evidenced by the Note and the hereinafter defined Liabilities, Mortgaçor does by these presents CONVEY and MORTGAGE unto Bank, all of Mortgagor's estate, right, title and interest in the real estate situated, lying and being in the County of Cook, and State of Illinois, legally described on attached Exhibit A and made part hereof, which is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of furniture, fixtures, apparatus, machinery and equipment, including without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on the Premises, or hereafter erected, installed or placed on or in the Premises, or whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the Liabilities as between in parties hereto and all persons claiming by, through or under them.

The Permanent Index Number of the Premises is 10-28-212-008-0000, 10-28-211-033-0000.

The common address of the Premises is 7824 N. Lincoln Avenue and 7840 N. Lincoln Avenue, Skokie, Illinois.

88579800

883779800

Mikkin a M

parented of two states are parently and the second contributions. realization of the complete site of granding distributions are not been public to the product of the control of

2011 NAME 1

304 COUNTY CIEPTS OFFICE

Company of the Company of the Company

on the second of CORRESPONDENCE

The 1988 Company of the property of the property of the company of the company of the property of the property

Cole Taylor Bank/Skokie Page 2

Further, Mortgagor does hereby pledge and assign to Bank, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable. Bank by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to anyone other than Mortgagor, that until a Default, as hereinafter defined, shall occur or an event shall occur, which under the terms hereof shall give to Bank the right to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails.

Further, Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Further, Mortgagor covenance and agrees as follows:

- 1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or herearter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, mechanic's liens or other liens or claims for I'en; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien to Bank; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) refrain from impairing or diminishing the value of the Premises.
- 2. Mortgagor shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water charges, drainage charges, sewer service charges, and other charges against the Premises. Mortgagor shall, upon written request, furnish to Bank duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagor shall pay in full prior to such tax, assessment or charge becoming delinquent under protest, in the manner provided by the statute, any tax, assessment or charge which Mortgagor may desire to contest.

is pulling asset our against a

Office Office

UNOFFICIAL COPY 3 0 0

Cole Taylor Bank/Skokie Page 3

- 3. Upon the request of Bank, Mortgagor shall deliver to Bank all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagor to Bank, which assignments shall be in form and substance satisfactory to Bank; Mortgagor shall not procure, permit nor accept any prepayment, discharge or compromise of any rent nor release any tenant from any obligation, at any time while the indebtedness secured bereby remains unpaid, without Bank's written consent.
- 4. Any awards of damage resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are nereby transferred, assigned and shall be paid to Bank and the proceeds or any part thereof may be applied by Bank, after the payment of all of its expenses, including costs and attorneys' fees, to the reduction of the indeptedness secured hereby and Bank is hereby authorized, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances and to appeal from any such award.
- 5. No remedy or right of Mank hereunder shall be exclusive. Each right and remedy of Bank with respect to this Mortgage shall be in addition to, every other remedy or right not or hereafter existing at law or in equity. No delay by Bank in exercising, or omission to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Pafault, or acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be everywised concurrently or independently, and when and as often as may be deemed expedient by Bank.
- 6. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm and such other hazards as may from time to time be designated by Bank, including without limitation, flood damage, where Bank is required by law to have the loan evidenced by the Note so insured. Each insurance policy shall be for an amount sufficient to pay the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the Note; all policies shall be issued by companies satisfactory to Bank. Each insurance policy shall be payable, in case of loss or damage, to Bank. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Bank. Mortgagor shall deliver all insurance policies, including additional and renewal policies, to Bank. In case of insurance about to expire, Mortgagor shall deliver to Bank renewal policies not less than ten days prior to the respective dates of expiration.

all rests of the second of the

was firms, and the first

Stock Colling Clores Office

eran en vigen de la constant de la c o emangence de la companya de la companya perfectione de la companya del companya de la companya de la companya del companya de la companya de la companya de la companya de la companya del companya de la companya del companya de la companya de la companya del companya de la companya de la companya del companya del companya del companya del companya de la companya del companya d Community in an anish with water rather the street of the contract of

Cole Taylor Bank/Skokie Page 4

- Upon Default by Mortgagor hereunder, Bank may, but need not, make any payment or perform any act required of Mortgagor hereunder in any form and manner deemed expedient by Bank, and Bank may, but need not, make full or partial payments of principal or interest on any encumbrances affecting the Premises and Bank may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment. All moneys will for any of the purposes herein authorized and all espenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Bank to protect the Premises or the lien hereof, plus reasonable compensation to Bank 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 a per annum rate equivalent to the post maturity rate set forth in the Note. Inaction of Bank shall never be considered as a waiver of any right accruing to Bank on account of any Default hereunder on the part of Mortgagor.
- 8. If Bank makes any payment authorized by this Mortgage relating to taxes, assessments, charges or exambrances, Bank may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof.
- 9. Upon Default, at the sole option of Bark, the Note and any other liabilities shall become immediately due and payable and Mortgagor shall pay all expenses of Bank including attorneys' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Bank's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage means any one or more of the events, conditions or acts defined as a "Default" in the Note, all of which are hereby incorporated by reference herein, including but not limited to the default in the payment of the Note in accordance with the terms of the Note or failure of Mortgagor or any other person to comply with or to perform any representation, warranty, term, condition, covenant or agreement contained in this Mortgage, the Note or any instrument securing any Liabilities.
- 10. Notwithstanding any other provisions of this Mortgage, no sale, lease, mortgage, trust deed, grant by Mortgagor of an encumbrance of any kind, conveyance, contract to sell, or transfer of the Premises, or any part thereof, or transfer of occupancy or possession of the Premises, or any part thereof, or sale or transfer of ownership of the beneficial interest or power of direction in Mortgagor shall be made without the prior written consent of Bank.

Alabania (1 March 12)

All the comparison with the transfer of the contract of the co grand great programmer Armed Architecture and final control of the end of

usva i odo sur u 🔿 b

County Clerk's Office no disensity da date.

thether has not confirm to the experience of the experience of

the wines of the wife of the contract of the stancewire for your removed the total $\frac{2dH}{dt} H_{\rm B} = 2 \exp(it + 2\pi i t) + 2 \exp(it +$

Committee of the property of the property of the second were bet the territory officer that he was the the the representation of excellent process of the contract

TARRESTANCE TO MAKE A CONTROL OF A CONTROL OF THE C purse and properties aims of companies twen endies

gadro po pressa alla di Prota delle di Prota di Pr 97000 中央公司 16 19 19 19 19 19 14 14 14 15 15 15 15 15 thing give the confidence of a property product of the excellence grove greate the control of control of the control manage is the come that product outs on all browners in the contract of no [dimensio] redultive twing eart distance when all facilities of process and would be

UNOFFICIAL COPY 0 0 0

Cole Taylor Bank/Skokie Page 5

- 11. "Liabilities" means all obligations for payment of any and all amounts due under the Note, this Mortgage and of any indebtedness, or contractual duty of every kind and nature of Mortgagor or any guarantor of the Note to Bank, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, joint or several, now or hereafter existing, due or to become due and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise. Liabilities also includes all costs of collection, legal expenses and attorneys' fees incurred or paid by Bank in attempting the collection of enforcement of the Note, any guaranty of the Note, or any other indebtedness of Mortgagor or any guarantor of the Note to Bank or in the repossession, custody, sale, lease, assembly or other disposition of any collateral for the Note. Notwithstanding the foregoing, in no event shall the lien of the Mortgage secure outstanding Liabilities in excess of 200% of the original stated principal amount of the Note and this Mortgage.
- 12. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Bank shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the Lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgement of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Bank for attorneys' tess appraiser's fees, outlays for documentary and expert evidence, stenor appraiser, publication costs and costs of procuring all abstracts of tirle, title searches and examinations, title insurance policies, Tornels certificates, and similar data and assurances with respect to title as Fank may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the forejoing items, which may be expended after entry of the foreclosure judgement, may be estimated by Bank. All expenditures and expenses mentioned in this paragran's shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post maturity interest rate set forth in the Note, when paid or incurred by Bank. paragraph shall also apply to any expenditures or expenses incurred or paid by Bank or on behalf of Bank in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to mich Bank shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default under the Note, 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.

The first come to the subscript approximation of the second of the secon the desire to the first of the second section in the second Tages Barrier, and the first sample of the company of the company

The contract of the contract o and the state of t Affaire Ad the company of the area of the n den Arte Greek en de stadt d Arte de stadt de y tateda a alberta in in in talan ili seri di la PARTY TANKS OF STATE OF STATES OF STATES Batta in the control that it is a large reserve way Supplied the property of the supplied of the s

and are of payed extension of the send for the policy of an and you place to that is the restriction of the $\label{eq:constraints} \mathcal{L}_{i} = \mathcal{L}_{i} + \mathcal{L}_{i}$

the second the second was already of the the Bark Burk of the control of the first property (Dardon to be a time of the encourage and om territoria de la composición de la c Porte partirol, describión de la composición de las propesas de las declaracións de la composición de la compo

Cole Taylor Bank/ Skokie Page 6

- 13. The proceeds of any foreclosure sale 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 the items that are mentioned in the preceding paragraph; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note or the Liabilities, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear.
- 14. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time or application for the receiver and without regard to the then value of the Premise; or whether the Premises shall be then occupied as a homestead or not. Bank may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises during the statutory redemption period, if any. The court in which the foreclosure suit is filed from time to time may authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgement foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of the judgement, and the deficiency judgement against Mortgagor or any guarantor of the Note in case of a foreclosure sale and deficiency.
- 15. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.
- 16. Bank shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- 17. Bank shall release this Mortgage by a proper release upon payment in full of the Note and all Liabilities.

See the first of the first of an exclusive matter for the second See Fig. 1. Supplied to the first of the A positive views of a positive view of the contraction of

The section of the contract of

OBY OF COUNTY CIEPT'S OFFICE

noneal gradult in an Atomic work that was a second of the on the wife as one of the the contract to

da perdicipara yak ili ing mga mga tang terditi di Fig. 1986 a set of the terminal of the property o

Buy the action had but on an inches to the and fine and the restaurage of the content of

क्षित्रकार में क्षेत्रक प्रकार का कार्य कर्ष के कि व्यक्तिकार के लिए हैं है है है है है है है है है Course his a subsequence of a factor

Cole Taylor Bank/Skokie Page 7

- 18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons or parties claiming under or through Mortgagor. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Bank" includes the successors and assigns of Bank.
- 19. MORIGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ALL ORDER OR JUDGEMENT OF FORECLOSURE OF THIS MORIGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGEMENT CREDITORS OF THE MORIGAGOR, ACTURING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORIGAGE.
- 20. This Mortgage has been made, executed and delivered to Bank in Skokie, Illinois and shall be construed in accordance with the internal laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

WITNESS Mortgagor has executed and oallvered this Mortgage as of the day and year set forth above.

JVR Partnership

James J / Hansen, Partner

Rosemarie H. McNett, Partner

Virginia M. Radler, Partner

8857980

UNOFFICIAL COPY Hogar Pas

States and the

d bet bedage dat

excitation and them of executive electric electrics and it is the content of the recorpiacte dissipate (1) for the last of the problem of the problem of the last of the la

The set of the trade of the set o tiffered solubilities of a policy of a visit of its annual to the fill of the contract of the

Water Commence to the

and the state of the book of the contract of

Virgidia M. Bedler, Suther

Cole Taylor Bank/Skokie Page 8
STATE OF ILLINOIS) COUNTY OF COOK)
I, <u>Kimberly Wafers</u> a Notary Public in and for said County, in the State aforesaid, do hereby certify that James J. Hansen, Rosemarie H. McNett, and Virginia M. Radler, partners of JVR Partnership personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal this
My commission expires <u>January</u> 29, 1990
This document prepared by and to be returned to: Harold Chmiel Cole Taylor Bank/Skokie 4400 W. Oakton Skokie, IL 60076

the transfer of the control of the c

UNOFFICIAL COPY 8 0 0

EXHIBIT A

PARCEL 1:
LOT 1 AND LOT 2 (EXCEPT THE SOUTHERLY 1 INCH THEREOF) IN BLOCK 3
IN NILES CENTER TERRACE, A SUBDIVISION OF THE NORTH EAST 1/4 OF
SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 6, 7, 8, 9 AND 10 IN BLOCK 2 IN NILES CENTER TERRACE, A SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Nos.: 10-28-212-008-0000 10-28-211-033-0000

Commonly known as: 1824 N. Lincoln Avenue and 7840 N. Lincoln Avenue, Skokie, Illinois.

发出的错误

COLDINATE MEDICERRICH RECENT CARRENTERS EN LA COLD COMPANIO DE COLD CARRENTERS EN LA COLD CARRENTE DE COLD C

A CONTRACTOR OF THE CONTRACTOR OF THE MEMBERS OF THE CONTRACTOR OF

THE PROPERTY OF STATE OF THE ST

Alter in the second of the sec

このないないので