

MORTGAGE (ILLINOIS)
For Use With Form No. 447

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THIS INDENTURE, made December 23rd 1988, between

First National Bank of Skokie as Trustee u/t/n
52419T dated 8/18/87

Skokie, Illinois
(NO. AND STREET) (CITY) (STATE)
herein referred to as "Mortgagors," and Bank Leumi Le-Israel B.M.,

Chicago Branch

100 N. LaSalle Street Chicago, Illinois
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the ~~secured business~~ note of even date herewith, in the principal sum of Four Hundred Eighteen Thousand and no/100 DOLLARS (548,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 28th day of December 1989, and 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 the Mortgagee at 100 North LaSalle Street, Chicago, IL 60602

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND ~~assign~~ unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the city of Chicago COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

See "Exhibit A" attached hereto and made a part hereof.

COOK COUNTY, ILLINOIS
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which, with the property hereinafter described, is referred to herein as the "premises,"

Permanent Real Estate Index Number(s): 19-24-100-005-0000

Address(es) of Real Estate: 6314 South Troy Avenue, Chicago, Illinois

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 Mortgagee 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, in-door 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 Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: First National Bank of Skokie as Trustee u/t/n 52419T dated 8/18/87

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written.

NBD TRUST COMPANY OF ILLINOIS, Successor Trustee to NBD SKOKIE BANK, N.A. f/k/a

THIS MORTGAGE is executed by the First National Bank of Skokie, 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 said First National Bank of Skokie, 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 said note contained shall be construed as creating any liability of the said First Party or of said First National Bank of Skokie, or jointly or severally, to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants, either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or equity hereunder, and that so far as the First Party and its successors and said First National Bank of Skokie personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the promises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, FIRST NATIONAL BANK OF SKOKIE, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

NBD TRUST COMPANY OF ILLINOIS, Successor Trustee to NBD SKOKIE BANK, N.A. f/k/a

FIRST NATIONAL BANK OF SKOKIE Solely as Trustee as aforesaid and not personally.

By: [Signature] ASSISTANT VICE-PRESIDENT

Attest: [Signature] ASSISTANT SECRETARY Assistant

STATE OF ILLINOIS }
COUNTY OF COOK } ss. Joseph F. Sochacki
a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that George J. Logan Assistant Vice President of the

NBD TRUST COMPANY OF ILLINOIS, Norman K. Solomon, Jr., Assistant

Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and in the free and voluntary act of said Company, as Trustee as aforesaid, for the use and purpose therein set forth; and the said Assistant Secretary and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and in the free and voluntary act of said Company, as Trustee as aforesaid, for the use and purpose therein set forth.

Given under my hand and notarial seal, this 28th day of December A. D. 1988

[Signature]
Notary Public My Commission Expires 9-24-89

71-89-312 D4
NBD TRUST COMPANY OF ILLINOIS, Successor Trustee to NBD SKOKIE BANK, N.A. f/k/a

A copy of which is attached as Exhibit B

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE (THE REVERSE SIDE OF THIS, MORTGAGE):

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1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be 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 thereof; (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 the Mortgagee; (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) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and, in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
7. In case of default hereon, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors 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 to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
8. The Mortgagee 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.
9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, 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) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, 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 for attorneys' 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 examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee 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 highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee 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 actual or threatened suit or proceeding which might affect the premises or the security hereof.
11. 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 Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint 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 of Mortgagors at the time of application for such receiver 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 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 Mortgagors, 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 to 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.
13. No action for the enforcement of the lien or of 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.
14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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the note secured hereby.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgage" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

17. Mortgagee shall release this mortgage and lien hereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee for the execution of such release.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall continue in full force, the right of recourse against all such persons or their liability and all provisions hereof shall continue in full force, notwithstanding such extension, variation or release.

15. The Mortgagee shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. No action for the enforcement of the lien or of 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.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint 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 solvent or insolvent condition of the Mortgagee at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee 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 Mortgagees, except for the intention 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 a lien upon the premises, or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

11. 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 Mortgagees, their heirs, legal representatives or assigns, as their rights may appear.

10. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, 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 for attorneys' fees, appraisers' 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 reports of title, title searches, and examinations, the insurance policies, Torrens certificates, and similar data and assurances with respect to the premises as Mortgagee may deem to be reasonably necessary either to procure such suit or to evidence to bidders at any sale which may be had pursuant to such decree. The true condition of the title and the value of the premises. All expenditures and expenses of the nature in the paragraph mentioned shall become so much additional indebtedness secured hereby and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee 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 actual or threatened suit or proceeding which might affect the premises or the security hereof.

9. Mortgagees shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to the Mortgagor, all unpaid indebtedness secured by this mortgage shall, notwithstanding payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagees herein contained.

8. The Mortgagee 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 officer, 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.

7. In case of default hereof, Mortgagee may, but need not, make any payment or perform any act hereinafter required of Mortgagees 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 foreclosure 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 to protect the mortgage premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right, accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagees.

6. Mortgagees shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacement or to pay in full the indebtedness secured hereby, all in compliance with the standard mortgage clause to which the Mortgagee is a party. All policies shall be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

5. At such time as the Mortgagees are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagees shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagees covenant and agree to pay such tax in the manner required by any such law. The Mortgagees further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagees, or changing in any way the laws relating to the taxation of mortgages or debt secured hereby or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagee, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor, provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagees to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagee, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

2. Mortgagees shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagees shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagees may desire to contest.

1. Mortgagees shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanicals 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 the Mortgagee; (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) make no material alterations in said premises except as required by law or municipal ordinance.

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EXHIBIT A

PARCEL 1:

LOTS 1, 11 AND 12 (EXCEPT THE SOUTH 16 FEET THEREOF DEDICATED FOR ALLEY) ALL IN BLOCK 4 IN EAST CHICAGO LAWN, BEING J. A. CAMPBELL'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL THAT PART OF BLOCK 4 IN EAST CHICAGO LAWN, BEING J. A. CAMPBELL'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF LOT 1 IN SAID BLOCK 4, RUNNING THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTH WEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1 PRODUCED SOUTHERLY 16 FEET MORE OR LESS TO ITS POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 11 IN SAID BLOCK 4; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 11 TO THE NORTH EAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EAST LINE OF SAID BLOCK 4, BEING THE WEST LINE OF TROY STREET, 16 FEET MORE OR LESS TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PN # 19-24-100-005-0000

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71-89-312 D4

Office: DM
Amount \$ 418,000.00
Maturity: December 28, 1989
Account No:
Date: December 23, 1988

PROCEEDS OF LOAN APPLIED TO:	
1	RENEWAL of _____
2	CR ACCT NO _____
3	CHECK NO (S) _____
	PAYEE _____
	PAYEE _____
X	Signature of Borrower _____

ON December 28, 1989 for value received the Undersigned jointly and severally, promise(s) to pay to the order of
BANK LEUMI LE-ISRAEL B.M., CHICAGO BRANCH
Chicago Illinois

(hereinafter called "Lender") at its office in the principal sum of **Four Hundred Eighteen Thousand and no/100----- (\$418,000.00)-----** Dollars, together with interest thereon from time to time unpaid at the initial rate of **12.5** % per annum and at the variable rate thereafter of **two** % per annum above the rate of interest designated by the Lender, and in effect from time to time as its "Designated Rate" (the "Designated Rate"), adjusted when said Designated Rate changes. The Undersigned acknowledges that the Designated Rate may not necessarily represent the lowest rate charged by the Lender to its customers. After maturity, acceleration or default in the payment of any installment of principal and/or interest the total unpaid indebtedness hereunder shall bear interest at a rate of 3 (three) percent per annum above the rate of interest otherwise chargeable hereunder. All interest shall be paid **monthly**.

*At the date hereof the Designated Rate is **10.5** % and the Designated Rate is based upon and changes when **Continental Illinois and First Chicago change**. All payments shall be first applied to accrued interest to date of actual payment with the remainder, if any, applied to the unpaid balance of the principal. Interest shall be computed on the basis of a **360** day year and charged for the actual number of days elapsed. Undersigned agrees to pay reasonable attorneys' fees, costs and expenses incurred by Lender in the collection and enforcement of this Note.

As security for the payment of this Note and for the payment and performance of all other existing and future indebtedness, obligations and liabilities, direct or contingent, of the Undersigned, or any of them, to the Lender, the Undersigned hereby pledges, assigns, transfers and delivers and grants to Lender a security interest in the following property and in all other property of the Undersigned now or hereafter in the possession or control of the Lender (herein called "Collateral") and in all proceeds thereof:

- 1) First Mortgage dated 12/23/88 between First National Bank of Skokie as Trustee u/t/n 52419T dated 8/18/87 (as Mortgagor) and Bank Leumi Le-Israel B.M., Chicago Branch (as Mortgagee) on real estate located in Chicago, Illinois, commonly known as 6314 South Troy Avenue.
- 2) An assignment of 100% of the beneficial interest in First National Bank of Skokie Trust No. 52419T dated 8/18/87, which trust is the holder of the legal title to the real estate listed in (1) above.

The Undersigned agree(s) to deliver to the Lender forthwith upon its demand, such additional Collateral as it may request from time to time should the value of the Collateral decline or should the Lender deem itself insecure.

The Lender shall have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as the Undersigned shall reasonably request in writing, but the failure to comply with any such request shall not of itself be deemed a failure to exercise reasonable care. The Undersigned shall have the sole responsibility for taking such steps as may be necessary from time to time to preserve all rights of the Undersigned and the Lender in the Collateral against prior parties.

The Lender may take such action from time to time as it may deem appropriate to maintain or protect the Collateral, and in particular may at any time take any one or more of the following actions: (i) Transfer the whole or any part of the Collateral into the name of itself or its nominee, with or without indication of pledge, (ii) collect any amounts due on the Collateral directly from the person obligated thereon, (iii) vote the Collateral, (iv) take control of any proceeds of the Collateral, including stock dividends and other distributions, or; (v) sue or make any compromise or settlement with respect to any of the Collateral.

Undersigned covenants, represents and agrees with Lender as follows: (a) That Undersigned is the sole owner of the collateral free from any lien, security interest, encumbrance or claim and will defend the collateral against the claims and demands of all persons; and (b) that Undersigned will not sell, lease or encumber the collateral or grant any subsequent security interest therein nor part with possession thereof, and (c) that Undersigned will not remove the collateral from Undersigned's residence or place of business without the written consent of Lender, and (d) that Undersigned will not use or permit the collateral to be used in violation of any law, ordinance or policy of insurance covering said collateral; and (e) that Undersigned will maintain the collateral in good condition and repair and shall pay all taxes and assessments levied on the collateral; and (f) the Undersigned agrees to sign, execute and deliver any document or financing statement necessary in order to perfect any security interest granted herein upon the request of Lender.

In the event of non-payment, when due, whether by acceleration or otherwise, of any amount payable on this Note or any other indebtedness of the Undersigned to the Lender; or the failure of the Undersigned or any endorser or guarantor to furnish additional Collateral on the demand of the Lender as herein agreed; or the death or incompetency of any of the Undersigned or any endorser or guarantor, or the insolvency, bankruptcy, liquidation or cessation of business of any of the Undersigned or any endorser or guarantor; or the entry of any judgment or decree for money against any of the Undersigned or any endorser or guarantor, howsoever occurring or evidenced, (unless such judgment or decree shall be modified, vacated or stayed within 10 days of its entry), or if any of the Undersigned or any endorser or guarantor shall default in the performance of any other obligation to the Lender; or if the Lender shall deem itself insecure, or in the event of an assignment for the benefit of creditors or appointment of a receiver of the Undersigned or any endorser or guarantor; or the occurrence of material change in the financial condition of the Undersigned or any endorser or guarantor such that the Lender deems its risk with respect to the liabilities of the Undersigned to Lender is increased, or if any misstatement or misrepresentation of fact or financial condition is made or has been made by the Undersigned or any endorser or guarantor in connection with this loan or any other indebtedness of the Undersigned or any endorser or guarantor to the Lender, then, at the option of the Lender and without notice or demand, this Note and all other indebtedness of the Undersigned to the Lender may be declared and thereupon shall become due and payable immediately and the Lender may exercise, from time to time and without election of remedies, all rights and remedies available to it under the Illinois Uniform Commercial Code, as amended and revised, including the right to sell, lease or otherwise dispose of the Collateral at public or private sale. Undersigned or any endorser or guarantor, agrees in the event of default to make the Collateral available to the Lender at a place acceptable to the Lender which is convenient to the Undersigned or any endorser or guarantor, at the sole expense of the Undersigned. The Lender may buy at any public sale, and if the Collateral is of a type customarily sold in a recognized market, or of a type which is the subject of widely distributed standard price quotations, the Lender may buy at a private sale. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Lender shall give the Undersigned or any endorser or guarantor reasonable notification of the time and place of any public sale or of the time after which any private sale or other intended disposition is to be made. It is agreed that any requirement of reasonable notice shall be met if notice is mailed to the Undersigned or any endorser or guarantor, at least five days before sale or other disposition, postage prepaid, at the address of the Undersigned or any endorser or guarantor shown hereon or at any other address of the Undersigned or any endorser or guarantor appearing on the records of the Lender. The proceeds of any sale or other disposition of the Collateral shall be applied to the reasonable expenses of the sale or other disposition, reasonable attorneys' fees and legal expenses incurred by the Lender and the remainder to the payment of this Note and any other indebtedness of the Undersigned or any endorser or guarantor, secured hereby, and the remaining proceeds, if any, returned to the Undersigned or any endorser or guarantor. In the event of a deficiency, the Undersigned or any endorser or guarantor agree to pay the same to the Lender on demand. The Lender shall have the exclusive right to determine how, when and what applications of payments made by the Undersigned or any endorser or guarantor, or credits accruing to the Undersigned shall be made on this Note or any other indebtedness of the Undersigned to the Lender. All remedies of the Lender shall be cumulative and not in the alternative.

To further secure the payment of this Note the Undersigned hereby, jointly and severally, irrevocably authorize any attorney of any court of record to appear for them, or any of them, in such court in term time or vacation, at any time hereafter and confess a judgment without process against them, or any one or more of them, in favor of the holder of this Note for such sum as may appear to be unpaid and owing thereon together with interest, costs and attorney's fees, and to waive and release all errors which may intervene in such proceeding and consent to immediate execution upon such judgment, hereby ratifying and authorizing that said attorney may do by virtue hereof.

In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then and in either of those events, such provision or provisions only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

UNDERSIGNED AGREE(S) THAT THE ADDITIONAL TERMS AND PROVISIONS ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART OF THIS NOTE AND ARE INCORPORATED HEREIN.

~~First National Bank of Skokie, not personally~~

NBD TRUST COMPANY OF ILLINOIS, Successor Trustee to NBD SKOKIE BANK, N.A. f/k/a
This note is executed by **FIRST NATIONAL BANK OF SKOKIE**, 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 is payable only out of the property specifically described in said Mortgage securing the payment hereof, by the enforcement of the provisions contained in said Mortgage. No personal liability shall be asserted or be enforceable against the promisor or any person interested beneficially or otherwise in said property specifically described in said Mortgage given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any instalment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Mortgage given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said Mortgage set forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both.

NBD TRUST COMPANY OF ILLINOIS, Successor Trustee to NBD SKOKIE BANK, N.A. f/k/a

their published prime lending rate.

88595902

the principal sum of Four hundred Eighteen thousand and no/100 (\$418,000.00) Dollars, together with interest thereon from time to time until the date of maturity of 12.5 per annum and at the variable rate thereafter of two % per annum above the rate of interest designated by the Lender and in effect from time to time as its Designated Rate (The Designated Rate) adjusted when said Designated Rate changes. The Undersigned acknowledges that the Designated Rate may not exceed the maximum rate charged by the Lender to its customers. After maturity, acceleration or default in the payment of any installment of principal and/or interest the total unpaid indebtedness hereunder shall bear interest at a rate of 3 (three) percent per annum above the rate of interest otherwise chargeable hereunder. All interest shall be paid monthly.

*At the date hereof the Designated Rate is 10.5 % and the Designated Rate is based upon and changes when Continental Illinois and First Chicago change.

All payments shall be first applied to accrued interest to date of actual payment with the remainder, if any, applied to the unpaid balance of the principal. Interest shall be computed on the basis of a 360 day year and charged for the actual number of days elapsed. Undersigned agrees to pay reasonable attorneys' fees, costs and expenses incurred by Lender in the collection and enforcement of this Note.

UNOFFICIAL COPY

As security for the payment of this Note and for the payment and performance of all other existing and future indebtedness, obligations and liabilities, direct or contingent, of the Undersigned, or any of them, to the Lender, the Undersigned hereby pledges, assigns, transfers and delivers and grants to Lender a security interest in the following property and in all other property of the Undersigned now or hereafter in the possession or control of the Lender (herein called "Collateral") and in all proceeds thereof:

1) First Mortgage dated 12/23/88 between First National Bank of Skokie as Trustee u/t/n 52419T dated 8/18/87 (as Mortgagor) and Bank Leumi Le-Israel B.M., Chicago Branch (as Mortgagee) on real estate located in Chicago, Illinois, commonly known as 6314 South Troy Avenue.

2) An assignment of 100% of the beneficial interest in First National Bank of Skokie Trust No. 52419T dated 8/18/87, which trust is the holder of the legal title to the real estate listed in (1) above.

The Undersigned agree(s) to deliver to the Lender forthwith upon its demand, such additional Collateral as it may request from time to time should the value of the Collateral decline or should the Lender deem itself insecure.

The Lender shall have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as the Undersigned shall reasonably request in writing, but the failure to comply with any such request shall not of itself be deemed a failure to exercise reasonable care. The Undersigned shall have the sole responsibility for taking such steps as may be necessary from time to time to preserve all rights of the Undersigned and the Lender in the Collateral against prior parties.

The Lender may take such action from time to time as it may deem appropriate to maintain or protect the Collateral, and in particular may at any time take any one or more of the following actions: (i) Transfer the whole or any part of the Collateral into the name of itself or its nominee, with or without indication of pledge; (ii) collect any amounts due on the Collateral directly from the person obligated thereon; (iii) vote the Collateral; (iv) take control of any proceeds of the Collateral, including stock dividends and other distributions; or; (v) sue or make any compromise or settlement with respect to any of the Collateral.

Undersigned covenants, represents and agrees with Lender as follows: (a) That Undersigned is the sole owner of the collateral free from any lien, security interest, encumbrance or claim and will defend the collateral against the claims and demands of all persons; and (b) that Undersigned will not sell, lease or encumber the collateral or grant any subsequent security interest therein or part with possession thereof; and (c) that Undersigned will not remove the collateral from Undersigned's residence or place of business without the written consent of Lender; and (d) that Undersigned will not use or permit the collateral to be used in violation of any law, ordinance or policy of insurance covering said collateral; and (e) that Undersigned will maintain the collateral in good condition and repair and shall pay all taxes and assessments levied on the collateral; and (f) the Undersigned agrees to sign, execute and deliver any document or financing statement necessary in order to perfect any security interest granted herein upon the request of Lender.

In the event of non-payment, when due, whether by acceleration or otherwise, of any amount payable on this Note or any other indebtedness of the Undersigned to the Lender, or the failure of the Undersigned or any endorser or guarantor to furnish additional Collateral on the demand of the Lender as herein agreed, or the death or incompetency of any of the Undersigned or any endorser or guarantor, or the insolvency, bankruptcy, liquidation or cessation of business of any of the Undersigned or any endorser or guarantor, or the entry of any judgment or decree for money against any of the Undersigned or any endorser or guarantor, howsoever occurring or evidenced, (unless such judgment or decree shall be modified, vacated or stayed within 10 days of its entry) or if any of the Undersigned or any endorser or guarantor, shall default in the performance of any other obligation to the Lender; or if the Lender shall deem itself insecure, or in the event of an assignment for the benefit of creditors or appointment of a receiver of the Undersigned or any endorser or guarantor, or the occurrence of material change in the financial condition of the Undersigned or any endorser or guarantor such that the Lender deems its risk with respect to the liabilities of the Undersigned to Lender is increased, or if any misstatement or misrepresentation of fact or financial condition is made or has been made by the Undersigned or any endorser or guarantor in connection with this loan or any other indebtedness of the Undersigned or any endorser or guarantor to the Lender, then, at the option of the Lender, and without notice or demand, this Note and all other indebtedness of the Undersigned to the Lender may be declared and thereupon shall become due and payable immediately and the Lender may exercise, from time to time and without election of remedies, all rights and remedies available to it under the Illinois Uniform Commercial Code, as amended and revised, including the right to sell, lease or otherwise dispose of the Collateral at public or private sale. Undersigned or any endorser or guarantor, agrees in the event of default to make the Collateral available to the Lender at a place acceptable to the Lender which is convenient to the Undersigned or any endorser or guarantor, at the sole expense of the Undersigned. The Lender may buy at any public sale, and if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, the Lender may buy at a private sale. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Lender shall give the Undersigned or any endorser or guarantor reasonable notification of the time and place of any public sale or of the time after which any private sale or other intended disposition is to be made. It is agreed that any requirement of reasonable notice shall be met if notice is mailed to the Undersigned or any endorser or guarantor, at least five days before sale or other disposition, postage prepaid, at the address of the Undersigned or any endorser or guarantor shown hereon or at any other address of the Undersigned or any endorser or guarantor appearing on the records of the Lender. The proceeds of any sale or other disposition of the Collateral shall be applied to the reasonable expenses of the sale or other disposition, reasonable attorneys' fees and legal expenses incurred by the Lender and the remainder to the payment of this Note and any other indebtedness of the Undersigned or any endorser or guarantor, secured hereby, and the remaining proceeds, if any, returned to the Undersigned or any endorser or guarantor. In the event of a deficiency, the Undersigned or any endorser or guarantor, agree to pay the same to the Lender on demand. The Lender shall have the exclusive right to determine how, when and what applications of payments made by the Undersigned or any endorser or guarantor, or credits accruing to the Undersigned shall be made on this Note or any other indebtedness of the Undersigned to the Lender. All remedies of the Lender shall be cumulative and not in the alternative.

To further secure the payment of this Note the Undersigned hereby, jointly and severally, irrevocably authorize any attorney of any court of record to appear for them, or any of them, in such court in term time or vacation, at any time hereafter and confess a judgment without process against them, or any one or more of them, in favor of the holder of this Note for such sum as may appear to be unpaid and owing thereon together with interest, costs and attorney's fees, and to waive and release all errors which may intervene in such proceeding and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then and in either of those events, such provision or provisions only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

UNDERSIGNED AGREE(S) THAT THE ADDITIONAL TERMS AND PROVISIONS ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART OF THIS NOTE AND ARE INCORPORATED HEREIN.

NBD TRUST COMPANY OF ILLINOIS, Successor Trustee to NBD SKOKIE BANK, N.A. f/k/a

This note is executed by **FIRST NATIONAL BANK OF SKOKIE**, 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 is payable only out of the property specifically described in said Mortgage securing the payment hereof, by the enforcement of the provisions contained in said Mortgage. No personal liability shall be asserted or be enforceable against the promisor or any person interested beneficially or otherwise in said property specifically described in said Mortgage given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any instalment hereof, the sole remedy of the holder hereof shall be by foreclosure of the said Mortgage given to secure the indebtedness evidenced by this note, in accordance with the terms and provisions in said Mortgage set forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both.

NBD TRUST COMPANY OF ILLINOIS, Successor Trustee to NBD SKOKIE BANK, N.A. f/k/a

This is to certify that this is the note described in the within mentioned Trust Deed

Identification No.....

FIRST NATIONAL BANK OF SKOKIE
Solely as Trustee as aforesaid and not personally.
U/T/A dtd. Aug. 18, 1987, Known as Trust No. 52419T

Trustee

By [Signature] Assistant Vice-President
ATTEST [Signature] Assistant Secretary

