UNOFFICAL COPY 210351

This Indenture made this 3rd day of May A.D. 1988_
by and between Burton L. Epstein and Lester R. Gordon
of the City of Chicago in the County of Cook State of Illinois, hereinafter referred to as the Mortgagor(s), party of the first part and the Mid-City National Bank of Chicago, a National Banking Association organized and existing under and by virtue of the laws of the United States of America and doing business and having its principal office in the City of Chicago, County of Cook, State of Illinois, hereinafter called Mortgagee, party of the second part, witnesseth: That whereas Mortgagor(s) (is) (are) justly indebted to the legal holder or holders of (their) (his) principal promis-
sory note of even date in the principal sum of One Hundred Sixty Thousand and 00/100 Dollars
(\$ 160,000.00 payable in installments as follows: Two Thousand Twenty-Six Dollars and 81/100
Dollars together with interest at the rate of 9 % per annum on the unpaid principal balance on the
1st day of each month commencing with the 1st day of July 1988
for 59 consecutive months and a final payment of Remaining Principal and Interest
Dollars on the 1st day of June 19 93, said principal installments bearing interest after maturity at the rate of seven (7) per centum per annum and all of said principal and interest payments being payable in lawful money of the United States of America at the office of the Mid-City National Bank of Chicago in the City of Chicago, state of Illinois.
Now therefore to some the payment of the said principal and of the said interest and the covenants and agreements herein contained, the Mortgage (do) (does) mortgage and warrant to the Mortgagee the following real estate altuated
in the County of in the State of Illinois, to-wit:
ADDRESS OF PROPERTY: 1340 W. Kinzie Street, Chicago, Illinois 60622 PIN NUMBERS: 17-07-240-003,17-07-240-012, 17-07-240-018,17-07-240-019, 17-07-240-03

LOT 1, THE EAST 1 FOOT OF LOT 1/2, LOTS 3, 4 AND THE EAST 12 1/12 FEET OF LOT 5 AND LOT 9 AND LOTS 10 AND 11 (EXCEPT THE WEST 15.0 FEET OF THE SOUTH 45.0 FEET OF LOTS 10 AND 11) AND LOT 12 AND LOTS 14 THROUGH 18, 18 1/2, AND LOTS 19 THROUGH 22 IN BLOCK 4 IN COCHRAN'S SUBDIVISION OF BLOCK 32 IN CANAL TRUSTEES SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ,000 P

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TOGETHER with all improvements, tenements, easements, fixtures and appurt nances thereto belonging, and all rents, issues and profits thereof, until expiration of statutory period allowed for redemption whether there be redemption or not, or the issuance of Master's or Commissioner's Deed, whichever occurs last, but if there be to redemption and no such deed be issued until expiration of the statutory period during which it may be issued, together with all apparatus, equipment or articles now or hereafter therein or thereon whether in single units or centrally controlled used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, and any other now or hereafter threin or thereon the furnishing of which by lessors to lessees is customary or appropriate, (whether said premises be now undar lease or not), including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awn ngs, stoves and water henters. All the foregoing are declared to be a part of said real estate whether physically attached thereto or not. Said rents, issues and profits are pledged primarily on a parity with said real estate and not secondarily as a the pledge thereof shall not be deemed merged in any forcelosure decree.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtungments, apparatus and equipment, unto said Mortgagee, its successors or assigns forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor(s) (does) (do) hereby release and waive.

A. THE MORTGAGOR COVENANTS:

(1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof: (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer charges against said property including those heretofore due and to furnish Mortgagee, upon request, duplicate receipts therefor and all such items extended against said property shall be conclusively deemed valid for the purposes of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, windstorm and such other hazards as the Mortgagee may require to be insured against, until said indebtedness is fully paid, or in case of forcelesure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee; and in case of forcelosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a Master's or Commissioner's deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vouchers, release and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed by the Mortgagor for such purpose; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or Recorder's Stamp:

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Box 752

MORTGAGE

Logn No. National Bank
of Chicago The Mid-City A Mid-Circo Bank

Property or Cook County Clerk's Office

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claim of lien not expressly subordinated to the lien hereof; (6) Not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act of omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) a purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property.

B. THE MORTGAGOR FURTHER COVENANTS:

- (1) That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted; that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that Mortgager will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebterness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the tent or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;
- (2) That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgage rat the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this instrument;
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- (3) That time is of the essence hereof and it lefault be made in performance of any covenant herein contained or in making any payment under said note or obligation, or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said projectly, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an asagament for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee becauder, to declare without notice, all sums secured hereby immediately due and physible, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to forcelose this mortgage, and in any forcelosure a sale or y be made of the premises enmasse without offering the several parts separately;
- (4) That upon the commencement of any foreclosure proceeding hereander, the court in which such bill is filed may, at any time, either before or after sale, and without notice to the Mortgegor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, at whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver (who may be the Mortgagee or its agent) with power to manage and rent and to collect the rents, issues and profits of said profits during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, towards the payment of the indebtedness, cos's, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver ship be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, which er there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until expiration of the st cut ry period during which it may be issued, and no lease of said premises shall be nullified by the appointment or entry in cossession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon forcelosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of 7% per annum, which may be paid or incurred by or on behalf of Mortgages .o. attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert ridence, stenographer's fees, Master's fees and commissions, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem accessary either to prosecute such sait or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; and all amounts as aforesaid, together with interest as herein provided, shall become additional indebtedness of and be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security thereof; whether or not actually commenced. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.
- (5) In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken, and all condemnation money so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged;
- (8) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor; and the successors and assigns of the Mortgagor; and the successors are

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who are personally known to me to be the same persons	
Secretary of the	President, and
<u> </u>	and State aforesaid, DO HEREBY CERTIFY, that
a Notary Public, in and for the County	ı,
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RIDER TO MORTGAGE

- (7) That in the event the ownership of said property or any part thereof or any beneficial interest or right, either legal or equitable, in said security property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors' interest with reference to this mortgage, and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or extend time for payment of the debt secured hereby without discharging or, in any way affecting the liability of the Mortgagor hereunder, or upon the debt hereby secured; or the Mortgagee or holder hereof may, at its sole and exclusive option, declare the entire balance due under the terms of the corresponding note payable upon demand and make such demand in writing upon the Mortgagor herein. It being the intention of the parties hereto to accelerate the entire debt evidenced by the Note and the Mortgage securing the debt created hereby in the event of a transfer or safe of any interest in the security property.
- (8) The Mortgagor rioes hereby waive any and all rights of redemption from sale under any order or decret cl foreclosure of this mortgage on its own behalf and on behalf of each and every persor except Decree or Judgment Creditors of the Mortgagor.
- (9) The Mortgagor hereby covenants and agrees to maintain all of its principal bank accounts with The Mid-City lari all Bank of Chicago during the term of the mortgage.

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