

UNOFFICIAL COPY

NOTICE (ILLINOIS)  
For Use With Note Form No. 147

88298622

Exoneration provision restricting  
any liability of Harris Trust and  
Savings Bank, attached hereto,  
hereby expressly made a part hereof.

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

88298622

THIS INDENTURE, made January 12 1988, between  
HARRIS TRUST AND SAVINGS BANK AS TRUSTEE UNDER  
TRUST AGREEMENT DATED 1/12/88 AND KNOWN AS TRUST  
NO. 94032, 111 W. Monroe Street, Chicago, IL  
(NO. AND STREET) (CITY) (STATE)  
herein referred to as "Mortgagors," and C. R. WUNDERLICH AND  
ASSOCIATES, LTD.  
1414 Burr Oak Court, Hinsdale, IL 60521  
(NO. AND STREET) (CITY) (STATE)

DEPT-01 RECORDING \$14.00  
T#2222 TRAN 9488 07/07/88 13:38:00  
#2432 # B \* - 88 - 298622  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$ 375,000.00), 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 15th day of June, 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 1414 Burr Oak Court, Hinsdale, IL 60521

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 WARRANT unto the Mortgagee, and the Mortgagee's successor, 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:

Lot 55 in A. T. Galt's Sheridan Road Subdivision in the East Half of the Northeast Quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 900-902 W. AGATITE  
CHICAGO, ILLINOIS  
P. I. N. 14-17-226-016

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

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 Mortgagors 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, inador 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 Laws 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: HARRIS TRUST & SAVINGS BANK AS TRUSTEE UNDER TRUST NO. 94032  
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.

HARRIS TRUST AND SAVINGS BANK, as Trustee under its (Seal) \_\_\_\_\_ (Seal)

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)  
Trust No. 94032 and not individually \_\_\_\_\_  
By: [Signature] Vice Pres. \_\_\_\_\_ (Seal)  
Attest: [Signature] Assistant Secretary \_\_\_\_\_ (Seal)

State of Illinois, County of \_\_\_\_\_ ss.,

I, the undersigned, a Notary Public in and for said County

JAMES J. PERNER, VICE PRESIDENT

KENNETH E. PICKUP, ASSISTANT SECRETARY

"OFFICIAL SEAL" Joseph M. Lecznik personally known to me to be the same person as whose name as subscribed to the foregoing instrument, Notary Public, State of Illinois, My Commission Expires 11/13/91  
I have received before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 19th day of January 1988  
Commission expires \_\_\_\_\_ 19 \_\_\_\_\_  
Joseph M. Lecznik Notary Public

This instrument was prepared by Joseph D. Palmisano, 222 W. Adams, #257, Chicago, IL 60606  
(NAME AND ADDRESS)  
Mail this instrument to JOSEPH D. PALMISANO, 222 West Adams Street, Suite 257  
(NAME AND ADDRESS)  
Chicago, Illinois 60606  
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

88298622

[Handwritten signature]

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 THE REVERSE SIDE OF THIS MORTGAGE):

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 therein, 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 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.

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 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 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 or released 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.

19. The Rider containing Paragraphs 1-9 is attached hereto and incorporated herein by reference.

88208628

OFFICIAL COPY  
NOTARIAL PUBLIC  
STATE OF ILLINOIS  
COMMUNION TRUST

## RIDER TO MORTGAGE DATED JANUARY 12, 1988

1. Any conflict between this Rider and the Mortgage, this Rider shall control.
2. Any provision of this Mortgage prohibited by law shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions hereof. A default under the terms of any instrument securing the Note of even date, shall at the option of the holders of said Note and this Mortgage be considered a default of this Trust Deed.
3. Notwithstanding any provisions herein or in any instrument now or hereafter securing the Note of even date on this Mortgage, the total liability for payments in the nature of interest shall not exceed the limits imposed by the usury laws of the State of Illinois.
4. The Note which this Mortgage secures is a business loan for business purposes only.
5. If this mortgage is placed in the hands of an attorney for collection or suit is filed herein, or if proceeds are held in bankruptcy, receivership, reorganization or other legal judicial proceedings for the collection hereof, the Mortgagor agrees to pay to the holder of this Mortgage and companion Note all costs of collection, including without limitation, reasonable attorney's fees and all expenses incurred in the protection or realization of any security, incurred by the holder hereof, on account of said collection.
6. Any sale, conveyance or transfer of any right, title or interest in the premises or any portion thereof, or any sale, transfer or assignment of any part of the beneficial interest without the prior written approval of Mortgagee shall constitute a default hereunder on account of which the Mortgagee and holder of the companion Note may declare the entire indebtedness evidenced by this Mortgage to be immediately due and payable and foreclose this Mortgage immediately or at such time default occurs.
7. In the event that any installment of interest or principal is not paid within five (5) days after the date the same is due, the undersigned promises to pay a "Late Charge" equal to ten (10%) percent of the monthly payment then due and owing which Late Charge shall be cumulative and apply to each monthly installment of interest and principal not paid at due.
8. To the extent permitted by law, Mortgagor to this Mortgage shall not and will not apply for or avail itself of any appraisal, valuation, stay, execution, or exemption laws, or so-called "Moratorium Laws", now existing or hereinafter enacted in order to prevent or hinder the enforcement of foreclosure of the Mortgage, but hereby waives the benefit of such laws. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights herein granted on behalf of Mortgagor and each and every person acquiring any interest in or title to the premises described in the Mortgage subsequent to the date of the said Mortgage, and on behalf of all other persons to the extent permitted by the provisions of the Illinois Revised Statutes. In the event a deed is not immediately issued; pursuant to provisions of the Illinois Revised Statutes, to the Purchaser at any sale had under any order or decree of foreclosure of this Mortgage, Mortgagor hereby expressly agrees that (1) such Purchaser shall nevertheless be entitled to immediate possession of the premises and to all rents, issues, and profits thereof accruing, and (2) all income thereupon collected by such Purchaser, less all expenses attributable to such Purchaser's remaining in possession of the property, shall be credited against the sum of money for which the premises were sold to such Purchaser, in the event of redemption from such sale.
9. The remedies of the Mortgagee hereof, whether provided herein, in the companion Note or in the Assignment of Rents, shall be cumulative and concurrent and may be pursued singularly, successively or concurrently at the sole discretion of the Mortgagee or holder hereof. No act of omission or commission of the Mortgagee or holder hereof, including without limitation any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of same. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event.

THIS INSTRUMENT (Mortgage or Trust Deed) is executed by the Harris Trust and Savings Bank 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 Harris Trust and Savings Bank, 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 principal or interest notes or obligations contained personally to pay the said principal or interest notes or obligations contained accrue thereon, or any indebtedness accruing hereunder, or any interest that may expressly or implied herein contained; all such liability, if any, being hereafter claiming any right or security hereunder and by every person now or Trust and Savings Bank is concerned, the legal holder or holders of said principal and interest notes or obligations and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note or obligation, provided.

Box  
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Property of Cook County Clerk

22988622

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