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THIS INSTRUMENT WAS PREPARED BY:

JOYCE R. BENJAMIN 9 3 7 5 7 2 6 4
ONE SOUTH DEARBORN
CHICAGO, IL 60603

TRUSTEE MORTGAGE

88357264

CITICORP SAVINGS

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (1 312 977 5000)

\$16.00

1134 951 Michelotto 28/83
THIS INDENTURE made
BANK OF RAVENSWOOD
(an Illinois corporation) (a national banking association duly authorized to accept and execute trusts in the State of Illinois), not personally, but as Trustee
under the provisions of a deed or deeds in trust, duly recorded and delivered to said (corporation) (association) in pursuance of Trust Agreement dated
JULY 27, 1988 and known as Trust No. 25-9421, herein referred to as "Mortagor", and
Citicorp Savings of Illinois, a Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, or its
successors and assigns, herein referred to as "Mortgagee", WITNESSETH:

THAT, WHEREAS Mortagor has concurrently herewith executed and delivered a promissory note bearing even date herewith ("Note") in the
principal sum of ONE HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED AND 00/100----- DOLLARS

(\$ 122,400.00), made payable to the order of the Mortgagee in and by which the Mortagor promises to pay out of that
portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, (1) any additional advances and escrows, with interest
thereon as provided in the Note, made by the Mortgagee to protect the security hereunder, at any time before the release and cancellation of this
mortgage, and (2) the principal sum and interest thereon at the rate and at the times and amounts as provided in the Note, to be applied first to advances
and escrows then to interest, and the balance to principal until said indebtedness is paid in full. 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 Citicorp Savings of
Illinois.

NOW, THEREFORE, the Mortagor to secure the payment of all sums payable under the Note and all sums payable in accordance with the terms,
provisions and limitations of this mortgage, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby
acknowledged, does by these presents MORTGAGE, WARRANT, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto the Mortgagee, its
successors and assigns, the following described real estate and all of its 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 25 AND THE SOUTH 15 FEET OF LOT 26 IN BLOCK 3 IN A. H. HILL AND COMPANY'S NORTH
WESTERN ELEVATED RAILROAD ADDITION A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTH WEST
1/4 OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I.D. #13-14-214-020-0000

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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88357264

more commonly known as: 3516 W. Sunnyside Ave., Chicago, IL 60625

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

TOGETHER with all buildings, improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and
profits thereof for so long and during all such times as Mortagor may be entitled thereto (which are pledged primarily and on a parity with said real estate
and not secondarily), and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, curtain fixtures,
partitions, attached floor covering, now or hereafter therein or thereon and all fixtures, apparatus, equipment or articles now or hereafter therein or
thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or
centrally controlled), and ventilation, including (without restricting the foregoing):

- (a) (if the improvements consist of a hotel, motel or furnished apartments) all other fixtures, apparatus, equipment, furniture, furnishings, and
articles used or useful in connection with the hotel, motel or furnished apartment business now or hereafter conducted upon said premises, or
- (b) (if the improvements consist, in whole or in part, of unfurnished apartments) all other fixtures, apparatus, equipment and articles of the
type and character customarily furnished by landlords to tenants or occupants of unfurnished apartment properties in the municipality in which the
premises are located, or
- (c) (if the improvements consist of a residence, other than an apartment type building) all washing machines, clothes dryers, waste disposal
units, attached fans, ducts, automatic dishwashers, and radio and television aerials, or
- (d) (if the improvements consist of a commercial building, manufacturing plant or other type of improvements useful for industrial or
commercial purposes) all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any
business conducted upon the premises as distinguished from fixtures which relate to the use, occupancy and enjoyment of the premises,

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Notwithstanding the foregoing, it is understood and agreed (a) that deposits provided for hereunder may be held by Mortgagor in a single non-interest bearing account, and (b) that Mortgagor shall be entitled to make any deposit required hereunder, use deposits for one item for the payment of an order item due and payable, All such deposits shall be held in escrow by Mortgagor until the date of payment of the principal or interest due and payable in its option, if Mortgagor fails to make any deposit required hereunder, use deposits for one item for the payment of an order item due and payable, All such deposits shall be applied by Mortgagor to the payment of the principal or interest due and payable, water and sewer charges, and insurance premiums, when the same becomes due and payable. The said deposits, assessments (general and special), real estate taxes, assessments, and other non-interest bearing money on hand in the deposit fund may, at the option of Mortgagor, be applied in reduction of the indebtedness under this Mortgage, in which event all remedies under the Note secured by this Mortgage and this Mortgage may be immediately exercised by the Mortgagor.

If at any time the amount of the real estate taxes, assessments, and other charges or expenses of an item exceed or exceed the amount of the real estate taxes, assessments, and other charges or expenses of an item, the holder of the security interest shall be entitled to receive payment of the excess amount from the mortgagor.

Interest is provided for under the Note (in addition to paying the principal and interest provided for under the Note) in an amount as determined by the Manager to be necessary to provide Money with sufficient funds in such deposit for each such item at least 60 days in advance of the due date thereof.

5. Tax and Leverage Deductible, in order to more fully protect the security of this Mortgagor's title to the property; and to provide security for the payment of the principal amount of the mortgage, each month at the date for the monthly installments of principal and of interest.

3. Payment of fees: Mortgagor shall pay before or at the earliest date when the premises become due, and shall pay special taxes, and shall pay expenses, upon written notice, furnish to Mortgagor duplicate copies, service charges, and other charges, for all general taxes, and shall pay in full under protest, in the manner provided by statute, any tax or assessment which becomes due under Mortgagor's liability.

2. Sale or transfer of interests or rights in the Note to be exercised by Mortgagor, unless it is held contrary to the intent of the Note, excepted if (a) the Mortgagor, shall convey under his own name and the Note remains between him and the Notee for payment of interest thereon.

1. **Administrative,** **construction and repair,** **keepers and keepers' assistants** now or heretofore on the premises which may be situated by a line or charge on the premises superior to the line herself; (c) paymen
t when due any liability for expenses which may be incurred by a line or charge on the premises superior to the line herself; (d) completion within a reasonable time and building or putting up of new or any time in process of construction upon said premises; (e) comply with all requirements of law, municipal ordinances, or regulations of record or building or putting up of such prior to Moribridge; (f) complete within a reasonable time any building or putting up of buildings now or at any time in process of construction of the described character of the premises; (g) paymen
t of all costs of the construction of the premises except as required by law or municipal ordinance; (h) mileage or actual expense in traveling or reaching the premises now or at any time in process of construction upon said premises; (i) make no material alterations in said premises except as required by law or municipal ordinance; (j) pay each item of the construction of the premises, without Moribridge, a written contract; (k) suffer or permit no change in the premises or in the location of the same or in the use thereof; (l) pay each item of the construction of the premises, without Moribridge, a written contract; (m) not to permit any unnecessary expense or waste, and rates from mechanics, keepers, etc., who charge fees for services rendered to the line herself; (n) keep said said premises in good condition and repair; (o) keep and restore a line or charge on the premises which may be situated by a line or charge on the premises superior to the line herself; (p) any other act or omission of any kind which may increase the liability of the line herself.

11 IS POKER HER UNDERSTOOD AND AGREED THAT

JO HARRIS AND JON HULLS also promote the Homeless Employment Law, which sets out the rights and responsibilities of homeless people under the Homeless Persons Law.

processes of this message be deemed to be real estate and converted and mortgaged hereby.

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6. Mortgagee's Interest In and Use of Deposits. In the event of a default in any of the provisions contained in this mortgage or in the Note, the Mortgagee may at its option, without being required to do so, apply any moneys at the time on deposit pursuant to paragraph 5 hereof, as any one or more of the same may be applicable, on any of Mortgagor's obligations herein or in the Note contained, in such order and manner as the Mortgagor may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagor or to the then owner or owners of the mortgaged premises. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be held in trust to be irrevocably applied by the Mortgagee for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagor; provided, however, that the Mortgagee shall not be liable for any failure to apply to the payment of taxes, assessments, water and sewer charges and insurance premiums any amount so deposited unless Mortgagor, while not in default hereunder, shall have requested Mortgagee in writing not less than thirty (30) days prior to the due date therefor to make application of such funds to the payment of the particular taxes, assessments or insurance premiums for payment of which they were deposited, accompanied by the bills for such taxes, assessments and insurance premiums.

7. Mortgagor's Right to Act. If Mortgagor fails to pay any claim, lien or encumbrance which shall have a prior lien to the lien of this indenture, or to pay, when due, any tax or assessment, or any insurance premium, or to keep the premises in repair, as aforesaid, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the premises or the title thereto, then Mortgagee, at its option, may pay such claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this paragraph, together with interest on each such advance at the rate set forth in the Note, and all such sums and interest thereon shall be secured hereby.

8. Adjustment of Losses with Insurer and Application of Proceeds of Insurance. In case of loss, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (a) to settle, collect, compromise and adjust, in its discretion any claim under such insurance policies without consent of Mortgagor, or (b) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money. Mortgagor agrees to sign, upon demand by Mortgagee, all receipts, vouchers and releases required of him by the companies. If (a) Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage, (b) such damage or destruction does not result in cancellation or termination of such lease, (c) the insurers do not deny liability as to the insureds, and (d) such proceeds are sufficient to restore or replace the damaged or destroyed buildings or improvements in the judgment of Mortgagee, such proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall be used to reimburse Mortgagor for the cost of rebuilding or restoration of buildings and improvements of said premises. In all other cases, such insurance proceeds may, at the option of Mortgagee, either be applied in reduction of the indebtedness secured hereby, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoration of buildings or improvements of said premises. The buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagor is entitled to reimbursement out of insurance proceeds, such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as the Mortgagee may reasonably require and approve, and if the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured hereby, with all plans and specifications for such rebuilding or restoration as the Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

In the case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same or as the court may direct. In case of the foreclosure of this mortgage, the court in its decree may provide that the mortgagee's clause attached to each of said insurance policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said creditor; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redemptor may cause the preceding loss clause attached to each insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemptor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

9. Stamp, Transfer or Revenue Tax. If, by the laws of the United States of America, or of any state having jurisdiction over the Mortgagor or the premises, any tax is due or becomes due in respect of the issuance of the Note or this Mortgage or the recording thereof, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agrees to indemnify the Mortgagee, its successor or assigns, against any liability incurred by reason of the imposition of any such tax.

10. Prepayment Privilege. At such time as the Mortgagor is not in default either under the terms of the Note or under the terms of this Mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of the Note (in addition to the required payments) as may be provided in the Note, and in accordance with the terms and conditions, if any, set forth in the Note.

11. Effect of Extensions of Time. 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.

12. Effect of Changes in Laws Regarding Taxation. In the event of the enactment after this date of any law of the state in which the premises are located deducting from the value of land for the purpose of taxation any lien hereon, 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 Mortgagor, or changing in any way laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagees 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 Mortgagor, 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 Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest in excess of the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the date of giving of such notice.

13. Mortgagee's Performance of Defaulted Acts. In case of default therein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee, 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 rate of interest then applicable to the indebtedness secured by this Mortgage. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

14. Mortgagee's Reliance on Tax and Insurance Bills, Etc. Mortgagee in making any payment is hereby authorized: (a) to pay any taxes, assessments and insurance premiums, according to any bill, statement or estimate procured from the appropriate public office or vendor without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, insurance premiums, sale, forfeiture, tax lien or title or claim thereof; or (b) to purchase, discharge, compromise or settle any other prior lien, without inquiry as to the validity or amount of any claim for lien which may be asserted.

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The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, any obligation, any claim and all liability under any leases, and the Mortgagor shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all damages which it may or might incur under or by reason of the assignment of the title to the property or premises described in the Deed of Trust.

repairs, decommissioning, renewals, replacements, alterations, additions, betterments, improvements, and improvements to the premises so to it may seem judicious, insure and retain such risks and all risks incidental to storage, possession, operation and management thereof and to receive all of such values and

acquisition of the disease, including infections of the lungs, heart, liver, kidneys, and brain, as well as secondary complications such as septicemia, meningitis, and pneumonia.

of the Mongolians or their descendants or of the peoples who settled in their lands, and the Mongolian language was spoken by the majority of the population of the country.

intuitiue foreclosure proceedings, whether before or after the whole principal sum due under the instrument of mortgage, to foreclose the lien before or before or after sale to the purchaser, for which, upon demand of the mortgagor shall be entitled to take possession of the premises or any part thereof.

20. **Mortgagee's Right of Possession in Case of Default.** In any case in which under the provisions of this Mortgage the Mortgagee has a right to

The word *negligible* indicates that the parties do not wish to include in the paragraph 19 shall be a present language in the contract, all such further assurances and warranties in the premises as the party or parties shall from time to time require.

Nothing herein contained shall be construed as constituting the Mortgagee in possession in the absence of the taking of actual possession or the making of a power granted in the instrument creating the liability shall be assessed on or before December 31 of each year.

Mortgagees would have power to take possession of any portion of the above described premises in case of non-payment of any portion of the principal or interest.

Morality, like all the terms, issues and profits now due and which may be fairly reckoned due under or by virtue of any lease, whether written or verbal, or of any agreement for the use or occupancy of the premises, and all the rights and interests in them, including the right to receive the rents, issues and profits as provided in paragraph 19.

Mortgagee, or to require it to pay, special assessment of other kind, which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

successors or assigns, as the case may appear.

17. Application of Proceeds of Sale. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the manner set forth in the Note or Deed of Trust.

¹⁰ See, e.g., *McCloskey v. Morgan*, 100 U.S. 237, 242 (1880) (“[T]he right to sue for damages for personal injuries is a right which may be exercised by the injured party, and it is not limited to the extent of his right to recover damages for the same injury.”); *McGinnis v. Morgan*, 100 U.S. 243, 246 (1880) (“[T]he right to sue for damages for personal injuries is a right which may be exercised by the injured party, and it is not limited to the extent of his right to recover damages for the same injury.”).

Agreements of conditions have to be kept or performed or observed by the Mortgagor and the same shall continue for three (3) years, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of the Mortgagor and the same shall become immediately due and payable, together with all interest accrued in respect of the same.

and such trustee or receiver shall not be discharged or relieved of the obligations of his office by his removal, dissolution, liquidation or winding up of the corporation, or by any other cause.

¹⁵ Accretion of assets in excess of market value in the case of investors; (16) accretion of income in the case of investors.

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covenants or agreements contained in said leases. Should the Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Mortgagor shall reimburse the Mortgagee therefor immediately upon demand.

21. **Application of Income Received by Mortgagee.** The Mortgagee in the exercise of the rights and powers hereinabove conferred upon it by paragraph 19 and paragraph 20 hereof shall have full power to use and apply the avails, rents, issues and profits of the premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

(a) to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and prepayments on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, including the cost from time to time of installing or replacing refrigeration and gas or electric stoves therein, and of placing said property in such condition as will, in the judgment of the Mortgagee, make it readily rentable;

(d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

22. **Mortgagee's Right of Inspection.** Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

23. **Late Charge.** In the event the Mortgagee shall, from time to time, accept payment of any installment required on the Note and under this Mortgage which is in arrears, Mortgagee may collect a "late charge" as provided for in the Note to cover the extra expense involved in handling delinquent payments; provided, however, that nothing in this paragraph contained shall authorize the Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

24. **Condemnation.** Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the mortgaged property taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on said premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. If the Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage and if such taking does not result in cancellation or termination of such lease, the award shall be used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on said premises, provided Mortgagor is not then in default under this Mortgage. In the event Mortgagor is required or authorized, either by Mortgagee's election as aforesaid, or by virtue of any such lease, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in paragraph 8 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect, out of the proceeds of the award, a premium on the amount prepaid, at the same rate as though Mortgagor had elected at the time of such application of proceeds (or if Mortgagor then has no such election, at the first succeeding date on which Mortgagor could so elect) to prepay the indebtedness in accordance with the terms of the Note secured hereby.

25. **Release upon Payment and Discharge of Mortgagor's Obligations.** Mortgagee shall release this mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the preparation and execution of such release.

26. **Giving of Notice.** Any notice which either party hereto may desire to be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Mortgagor at the mortgaged premises (designated by street address) or to the Mortgagee, at its principal office in Chicago, Illinois to the attention of the office of the Vice President in charge of commercial multi-family real estate loans and specifying the loan number, or at such other place within the United States as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder. Any notice given by the Mortgagee shall be deemed given on the date the same is deposited in the United States mails.

27. **Waiver of Defense.** No action for the enforcement of the lien or of any provision herein 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.

28. **Waiver of Statutory Rights.** Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the mortgaged property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. THE 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 THE MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PREMISES DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.

29. **Mortgagee's Lien for Service Charges and Expenses.** At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan to be secured hereby, in accordance with the application and loan commitment issued in connection with this transaction.

30. **Furnishing of Financial Statements to Mortgagee.** Upon request, Mortgagor shall furnish to Mortgagee, a semi-annual operating statement of income and expense of the mortgaged premises signed and certified by the Mortgagor's beneficiary or beneficiaries.

31. **Cumulative Rights.** 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.

32. **Binding on Successors and Assigns.** The lien of this Mortgage and all of the provisions and conditions contained herein shall extend to and be binding upon all successors and assigns of the Mortgagor. 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.

33. **Captions.** The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

THIS MORTGAGE is executed by the undersigned, 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 (Corporation) (Association)) 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 the Note contained shall be construed as creating any liability on the said Mortgagor or on said (Corporation) (Association) personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors and said (Corporation) (Association) personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the premises hereby conveyed and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided; (2) any other security given to secure said indebtedness; or (3) the personal liability of the guarantor, co-signor, surety or endorser, if any.

MSB: 00-102909-9

BOX 165 - COOK COUNTY RECORDER

Commercial/Industrial Lending
One S. Dearborn Street
~~**Chicago Illinois 60603**~~

CitiCorp Savings of Illinois
A Federal Savings and Loan Association

Upon Property Located at:

3516 W. Sunnyside Ave.
Chicago, IL 60625

CITICORPORATE SAVINGS

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (312) 977-5000

CITICORP SAVINGS FORM 1593A PAGE 6

1

AGE 6

Notary Public

My Commission Expires:

DOUGLAS W. MYERS	Assistant Vice President, of Bank of RavennaWood	a Notary Public in and for said County, in the State of Oregon, DO HERBERRY CERTIFY,
, and		of said (Corporation) (Association) who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such
, respectively before me this day in person and acknowledged that they signed and delivered the said		
Instrument at their own free and voluntary act of said (Corporation) (Association), as Trustee as aforesaid, for the uses and purposes herein set forth; and the said Land Trust Officer, Land Trustee, and the said		
and did affix the corporate seal of said (Corporation) (Association) to said instrument as (his) (her) own corporate seal of said (Corporation) (Association) as Trustee as aforesaid, for the uses and purposes herein set forth.		

COUNTY OF ~~COOK~~
SS: STATE OF ILLINOIS

BANK OF RAVENSWOOD,
An Illinois Banking Corporation
not personally, but as Trustee as aforesaid

IN WITNESS WHEREOF, BANK OF RAVENSWOOD
and its corporate seal to be affixed and witnessed by its Lead Trust Officer
this 29TH day of JULY 1988