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COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS MORTGAGE is dated as of August 11, 1989, and is executed by Cole Taylor Bank, not personally but as Trustee under that Trust Agreement dated August 1, 1989 and known as Trust No. 89-1073 located at 1542 W. 47th Street in Chicago, Illinois, ("Borrower"), the record owner of the Premises, as hereinafter defined, in favor of Cole Taylor Bank, an Illinois banking corporation located at 1542 W. 47th Street, Chicago, Illinois ("Lender").

WITNESSETH:

Cole Taylor Bank, not personally but as Trustee, (if the party in foregoing blank is not Borrower, such other party is hereinafter referred to as "Obligee") has executed a promissory note ("Note") dated as of the date of this Mortgage, payable to the order of Lender, in the principal amount of Two Million Four Hundred Thousand and 00/100 Dollars (\$2,400,000.00). Interest on the outstanding principal balance of the Note shall accrue at the rate of Prime plus One and one-half percent (P + 1 1/2%) per annum. The principal and interest of the Note are payable as follows: Interest only shall be payable monthly on the principal balance outstanding from time to time, commencing on the first day of October 1989, and continuing on the same day of each month thereafter with a final payment of all outstanding principal and unpaid interest on September 1, 1990 ("maturity"). Principal payments in minimum amounts of \$100,000.00 shall be allowed without prepayment penalty. If the aforementioned interest rate mentions Lender's "prime rate," such prime rate means the prime rate as defined in the Note, or, if the Note contains no definition of prime rate, then prime rate means the rate of interest established from time to time by Lender as its prime rate, and used by it in computing interest on those loans on which interest is established with relationship to the Lender's prime rate, all as shown on the books and records of Lender, which prime rate will fluctuate hereunder from time to time concurrently with each change in Lender's prime rate, with or without notice to anyone. Nothing herein contained shall be construed as defining "prime rate" as the rate charged by Lender to its most credit-worthy customers. Interest on the outstanding principal balance of the Note shall be increased to the rate of four percent (4%) in excess of the aforesaid rate then in effect, after maturity of the Note or upon default under the Note or this Mortgage. If any payment of interest or principal on the Note is not received as and when due, Borrower shall be charged a late fee as follows:

There shall be a late fee equal to five percent (5%) of the payment due on payments made ten (10) days or more past the respective payment due date.

To secure payment of the indebtedness evidenced by the Note and the hereinafter defined Liabilities, including, without limitation, future advances, if any, on the Note, prior to its express maturity date and in all events prior to twenty (20) years from the date hereof, to the same extent as if such advances were made on the date of the Note, Borrower does by these presents CONVEY and MORTGAGE unto Lender, all of Borrower's estate, right, title and interest in the real estate situated, lying and being in the County of Cook, and State of Illinois, legally described as follows:

Prepared by:
Thomas Colgan,
Cole Taylor Bank
1542 W. 47th St.
Chicago, Ill. 60609

BOX 13

NTS 134-18536-14 A.H.L.

253802 29

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COOK COUNTY CLERK'S OFFICE
100 N. LAKE ST. CHICAGO, IL 60601
TEL: (773) 399-3000 FAX: (773) 399-3001
WWW.COOKCOUNTYCLERK.COM

NOTICE TO THE PUBLIC
The Cook County Clerk's Office is pleased to announce that it has implemented a new system for the recording of documents. This system will allow for the recording of documents in a more efficient and cost-effective manner. The new system will be implemented on [DATE].

PROPERTY OF COOK COUNTY CLERK'S OFFICE

NOTICE TO THE PUBLIC
The Cook County Clerk's Office is pleased to announce that it has implemented a new system for the recording of documents. This system will allow for the recording of documents in a more efficient and cost-effective manner. The new system will be implemented on [DATE].

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19-28-414-011

PARCEL 1:

The South One-Seventh (1/7) of the North Seven-Twelfths (7/12) of the South Sixty (60) acres of the East One-Half (1/2) of the South East Quarter (SE-1/4) of Section Twenty Eight (28) Township Thirty-Eight (38) North, Range Thirteen (13), East of the Third Principal meridian (except that part thereof taken for streets) in Cook County, Illinois.

PARCEL 2

The South 1/6 of the North 6/12 of the South 60 acres of the East half of the South East Quarter of Section 28, Township 38 North, Range 13, East of the Third Principal Meridian, (except that part lying East of a line described as follows: Beginning at a point in the North line of said South 1/6 of the North 6/12 of the South 60 acres, said point being 364.24 feet West of measured along said North line, the East line of said Section 28; thence South 164.34 feet to a point in the South line of said South 1/6 of the North 6/12 of the South 60 acres, said point being 364.39 feet West of measured along said South line the aforesaid East line of said Section 28 (excepting therefrom that part previously dedicated for public highway purposes lying East of a line 33 feet West of measured at right angles to the aforesaid East line of said Section 28) in Cook County, Illinois.

PARCEL 3

Lots 13, 14, 15, 16, 17, 18, 19, 20, 23, 24, 25, 26, 27, 28, 29, 30, 33, 34, 35, 36, 37, 38, 39, 40, 41 in Cicero Avenue and 77th Street, Subdivision, being a Subdivision of the South 1/5 of the North 5/12 of the South 60 acres of the East 1/2 of the South East 1/4 of Section 28, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Numbers:

19-28-414-011
19-28-414-012
19-28-414-013
19-28-414-014
19-28-414-005
19-28-414-004
19-28-414-003
19-28-414-002
(Affects Parcel 3)

Volumes:

19-28-413-011
19-28-413-012
19-28-413-013
19-28-413-014
19-28-413-005
19-28-413-004
19-28-413-003
19-28-413-002
(Affects Parcel 3)

19-28-412-013
19-28-412-014
19-28-412-015
19-28-412-016

19-28-412-024

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19-28-412-023
19-28-412-022
19-28-412-001
(Affects Parcel 3)

19-28-412-032
(Affects Parcel 1)

19-28-412-007
(Affects Parcel 2)

which is referred to herein as the "Premises", together with all improvements, buildings, tenements, hereditaments, appurtenances, gas, oil, minerals, easements located in, on, over or under the Premises, and all types and kinds of goods, inventory, accounts, chattel paper, general intangibles, furniture, fixtures, apparatus, machinery and equipment, including, without limitation, all of the foregoing used to supply heat, gas, air conditioning, water, light, power, refrigeration or ventilation (whether single units or centrally controlled) and all screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters, whether now on the Premises or hereafter erected, installed or placed on or in the Premises, or used in connection with the Premises and whether or not physically attached to the Premises. The foregoing items are and shall be deemed a part of the Premises and a portion of the security for the liabilities as between the parties hereto and all persons claiming by, through or under them. Portions of the foregoing are goods which are or shall become fixtures on the Premises, and Borrower agrees that the filing of this Mortgage in the real estate records of Cook County, Illinois shall also operate, at the time of such filing, as a fixture filing in accordance with the provisions of the Uniform Commercial Code as adopted in the State of Illinois.

Further, Borrower does hereby pledge and assign to Lender, all leases, written or verbal, rents, issues and profits of the Premises, including without limitation, all rents, issues, profits, revenues, royalties, bonuses, rights and benefits now due, past due, or to become due and all deposits of money as advance rent or for security, under any and all present and future leases of the Premises or any other agreement for the occupancy or use of all or any part of the Premises, together with the right, but not the obligation, to collect, receive, demand, sue for and recover the same when due or payable, Borrower hereby authorizing Lender or Lender's agents to collect the aforesaid rents and revenues and hereby directing each tenant of the Premises to pay such rent to Lender or Lender's agents. Lender by acceptance of this Mortgage agrees, as a personal covenant applicable to Borrower only, and not as a limitation or condition hereof and not available to anyone other than Borrower, that until a Default, as hereinafter defined, shall occur or an event shall occur, which under the terms hereof shall give to Lender the right to foreclose this Mortgage, Borrower may collect, receive and enjoy such avails. Borrower agrees that each tenant of the Premises shall pay such rents to Lender or Lender's agents on Lender's written demand therefor without any liability on the part of said tenant to inquire further as to the existence of a Default by Borrower or Obligor. Borrower hereby covenants that Borrower has not executed any prior assignment of said rents, that Borrower has not performed, and will not perform, any acts or has not executed, and will not execute, any instruments which would prevent Lender from exercising any rights pursuant to such rents or other amounts, that at the time of execution of this Mortgage there has been no anticipation or prepayment of the rents for the Premises and that Borrower will not hereafter collect or accept payment of any rents of the Premises prior to the due dates of such rents.

19-28-412-001

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Further, Borrower warrants, covenants and agrees as follows:

1. **Duty To Maintain Premises and Title to Premises.** Borrower shall (a) promptly repair, restore or rebuild any buildings or Improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep the Premises in good condition and repair, without waste, and, except for this Mortgage, free from any encumbrances, mechanic's liens or other liens or claims for lien; (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises, and upon request exhibit satisfactory evidence of the discharge of such lien to Lender; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon the Premises; (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises; (f) refrain from impairing or diminishing the value of the Premises.

2. **Taxes, Assessments and Charges.** Borrower shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water charges, drainage charges, sewer service charges, and other charges against the Premises. Borrower shall, upon written request, furnish to Lender duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Borrower shall pay in full, prior to such tax, assessment or charge becoming delinquent, under protest, in the manner provided by statute, any tax, assessment or charge which Borrower may desire to contest.

3. **Leases.** Upon the request of Lender, Borrower shall deliver to Lender all original leases of all or any portion of the Premises, together with assignments of such leases from Borrower to Lender, which assignments shall be in form and substance satisfactory to Lender.

4. **Condemnation.** Any awards of damage resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Lender and the proceeds or any part thereof may be applied by Lender, after the payment of all of its expenses, including costs and attorneys' fees, to the reduction of the indebtedness secured hereby and Lender is hereby authorized, on behalf and in the name of Borrower, to execute and deliver valid acquittances and to appeal from any such award.

5. **Non-Exclusivity and Preservation of Remedies.** No remedy or right of Lender hereunder shall be exclusive. Each right and remedy of Lender with respect to this Mortgage shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Lender in exercising, or omission to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, nor shall it affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Lender.

6. **Insurance.** Borrower shall keep all buildings and Improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm and such other hazards as may from time to time be designated by Lender, including, without limitation, flood damage, where Lender is required by law to have the loan evidenced by the Note so insured. Each insurance policy shall be for an amount sufficient to pay the cost of replacing or repairing the buildings and Improvements on the

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IN SENATE, January 11, 1907.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE, IN ANSWER TO A RESOLUTION PASSED BY THE SENATE, JANUARY 11, 1907.

ALBANY: J. B. LIPPINCOTT COMPANY, 1907.

THE STATE OF NEW YORK.

OFFICE OF THE COMMISSIONERS OF THE LAND OFFICE.

ALBANY, N. Y., JANUARY 11, 1907.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE, IN ANSWER TO A RESOLUTION PASSED BY THE SENATE, JANUARY 11, 1907.

Property of Cook County Clerk's Office

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Premises and, in no event less than the outstanding principal amount of the Note; all policies shall be issued by companies satisfactory to Lender. Each insurance policy shall be payable, in case of loss or damage, to Lender. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Lender. Borrower shall deliver all insurance policies, including additional and renewal policies, to Lender. In case of insurance about to expire, Borrower shall deliver to Lender renewal policies not less than ten days prior to the respective dates of expiration. Upon the occurrence of any event insured against by any of the aforementioned insurance policies, and the receipt of insurance proceeds by Lender, Lender shall, at its option, after payment of all of Lender's costs and expenses with respect thereto, including outside or in-house attorneys' fees, apply such proceeds to the reduction of the Liabilities, in such order of application as Lender may determine.

7. **Expenses.** Upon Default hereunder, and at any time during a suit to foreclose the lien of this Mortgage and prior to a sale of the Premises, Lender may, but need not, make any payment or perform any act required of Borrower hereunder in any form and manner deemed expedient by Lender, and Lender may, but need not, make full or partial payments of principal or interest on any encumbrances effecting the Premises and Lender may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture effecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes authorized in this Mortgage and all expenses paid or incurred in connection therewith, including outside or in-house attorneys' fees, and any other moneys advanced by Lender to protect the Premises or the lien hereof, plus reasonable compensation to Lender for each matter concerning which action herein authorized may be taken, shall be additional Liabilities and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity or post default (whichever is higher) interest rate set forth in the Note. Inaction of Lender shall never be considered as a waiver of any right accruing to Lender on account of any Default hereunder.

8. **No Inquiry for Expenses.** If Lender makes any payment authorized by this Mortgage relating to taxes, assessments, charges or encumbrances, Lender may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9.1 **Environmental Warranties and Representations.** Borrower warrants and represents to Lender that no release of any petroleum, oil or chemical liquids or solids, liquid or gaseous products or hazardous waste or any other pollution or contamination ("Environmental Contamination") has occurred or is existing on any portion of any Premises or, to the best knowledge of Borrower, on any other real estate now or previously owned, leased, occupied or operated by Borrower or Obligor or with respect to Borrower's or Obligor's business and operations, and neither Borrower nor Obligor has received notice, oral or written, from any source, of any of the following occurrences:

9.1.1 any such Environmental Contamination;

9.1.2 that Borrower's or Obligor's business or operations are not in full compliance with requirements of federal, state or local environmental, health and safety statutes or regulations;

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9.1.3 that Borrower or Obligor is the subject of any federal, state or local investigation evaluating whether any remedial action is needed to respond to any Environmental Contamination, alleged or otherwise;

9.1.4 that any portion of the Premises or of any other property or assets of Borrower or Obligor, real or personal, is subject to any lien arising under any federal, state or local environmental, health and safety statutes or regulations.

9.2 **Responsible Property Transfer Act.** Borrower warrants and represents to Lender that the Premises are not subject to the Responsible Property Transfer Act of 1988 of the State of Illinois (the "Act"), or, if the Premises are subject to the Act, Borrower has delivered to Lender a complete and accurate Disclosure Document required under the Act.

9.3 **Environmental Covenants and Agreements.** Borrower covenants and agrees, until all Liabilities are paid in full:

9.3.1 Borrower shall not cause or permit to exist any Environmental Contamination on any portion of the Premises or on any portion of any other real estate now or hereafter owned, leased, occupied or operated by Borrower or Obligor, or with respect to the business and operations of Borrower or Obligor.

9.3.2 Borrower shall immediately notify Lender of its or Obligor's receipt of any notice, oral or written, of the type described in Paragraph 9.1 of this Mortgage.

9.4 **Environmental Indemnification.** Borrower hereby indemnifies and holds Lender harmless from and against all losses, costs, claims, causes of action, damages (including special, consequential and punitive damages), and including in-house or outside attorneys' fees and costs, incurred by Lender and in any manner related to or arising from the breach of any of the foregoing warranties, representations, covenants, agreements or Lender's becoming liable, in any manner whatsoever, under the Act or for any Environmental Contamination previously, now or hereafter existing or occurring on any portion of the Premises or on any other real estate previously, now or in the future owned, leased, occupied or operated by Borrower or Obligor or occurring with respect to Borrower's or Obligor's business or operations, which Indemnification shall survive the payment in full of the Liabilities.

9.5 **Environmental Defaults.** The breach of any warranties, representations, covenants or agreements contained in Paragraphs 9.1 through 9.4 of this Mortgage or the giving to Borrower or Obligor of any notice of the type described in Paragraph 9.1 of this Mortgage (regardless of whether any Environmental Contamination of the type described in Paragraph 9.1 of this Mortgage has occurred and regardless of whether Borrower has notified Lender of the receipt of any such notice) shall entitle Lender to accelerate the maturity of all Liabilities, and all such Liabilities shall become immediately thereafter due and payable, and if payment thereof is not immediately made, Lender shall have all remedies stated in this Mortgage or otherwise available to it.

9.6 **Environmental Provisions Binding On Beneficiaries.** If Borrower is a land trustee, all warranties, representations, covenants and agreements contained in

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Deputy Clerk of Cook County, Illinois

Deputy Clerk of Cook County, Illinois

Deputy Clerk of Cook County, Illinois

Deputy Clerk of Cook County, Illinois

Deputy Clerk of Cook County, Illinois

Deputy Clerk of Cook County, Illinois

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IN SENATE, January 11, 1907.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE, IN ANSWER TO A RESOLUTION PASSED BY THE SENATE, JANUARY 11, 1907.

ALBANY: JAMES BRONKHORST, STATE PRINTER, 1907.

Property of Cook County Clerk's Office

THE LAND OFFICE HAS THE HONOR TO ACKNOWLEDGE THE RECEIPT OF THE ABOVE REPORT, AND TO STATE THAT IT IS THE PROPERTY OF THE SENATE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE, AT ALBANY, THIS 15TH DAY OF JANUARY, 1907.

JOHN W. BROWN, COMMISSIONER OF THE LAND OFFICE.

ALBANY, N. Y., JANUARY 15, 1907.

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JOHN W. BROWN, COMMISSIONER OF THE LAND OFFICE.

ALBANY, N. Y., JANUARY 15, 1907.

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JOHN W. BROWN, COMMISSIONER OF THE LAND OFFICE.

ALBANY, N. Y., JANUARY 15, 1907.

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JOHN W. BROWN, COMMISSIONER OF THE LAND OFFICE.

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13. **Foreclosure.** When any of the Liabilities shall become due whether by acceleration or otherwise, Lender shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Lender for outside or in-house attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Lender. All expenditures and expenses mentioned in this paragraph shall become additional Liabilities and shall be immediately due and payable, with interest thereon at a rate equivalent to the post-maturity or post-default (whichever is higher) rate set forth in the Note or herein, when paid or incurred by Lender. This paragraph shall also apply to any expenditures or expenses incurred or paid by Lender or on behalf of Lender in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Lender shall be a party, as plaintiff, claimant, defendant or otherwise, by reason of this Mortgage or any Liabilities; or (b) preparations for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any Instrument which secures the Note after default under the Note, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might effect the Premises or the security hereof, whether or not actually commenced.

14. **Proceeds of Foreclosure** The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, to the reasonable expenses of such sale; second, to the reasonable expenses of securing possession of the Premises before sale, holding, maintaining and preparing the Premises for sale, including payment of taxes and other governmental charges, premiums on hazard and liability insurance, management fees, reasonable outside or in-house attorneys' fees, payments made pursuant to Section 15-1505 of the Illinois Mortgage Foreclosure Law or otherwise authorized in this Mortgage and other legal expenses incurred by Lender; third, to the satisfaction of claims in the order of priority adjudicated in the judgment of foreclosure, and with respect to the Liabilities, first to all items which, under the terms of this Mortgage, constitute Liabilities secured by this Mortgage additional to those evidenced by the Note, with interest thereon as herein provided, second to interest remaining unpaid on the Liabilities evidenced by the Note and third to unpaid principal of the Liabilities evidenced by the Note; fourth, to remittance of any surplus to Borrower, or if Borrower is a land trustee to the beneficiaries of the land trust of which Borrower is trustee, or as otherwise directed by the court.

15. **Receiver.** Upon, or at any time after the filing of a complaint to foreclose this Mortgage, as otherwise permitted by the Illinois Mortgage Foreclosure Law, the court in which such suit is filed may appoint a receiver of the Premises, or may appoint the Lender as a mortgagee-in-possession of the Premises. Such receiver, or Lender as mortgagee-in-possession, shall have power to collect the rents, issues and profits of the Premises and shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises.

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The following information is provided for your information only. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your information only and should not be relied upon as a basis for any investment decision. The information is provided for your information only and should not be relied upon as a basis for any investment decision. The information is provided for your information only and should not be relied upon as a basis for any investment decision.

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16. **Unavailability of Certain Defenses.** No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

17. **Inspection.** Lender shall have the right, but not the obligation, in its sole discretion, to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose. The foregoing does not relieve Borrower from any obligation, under this Mortgage, the Note or any other instrument securing the Liabilities, to maintain the Premises.

18. **Release.** Lender shall release this Mortgage by a proper release upon payment in full of the Note and all Liabilities, and thereupon Lender shall pay all expenses, including recording fees and otherwise, to release its security interest hereby created. If Borrower or, if applicable, Obligor, is entitled to make future draws and repayments under the Note, under a revolving credit arrangement, in the event that the outstanding balance of the Note has been paid in full and upon receipt by Lender of a written request to reduce the amount which Lender is obligated to loan Borrower, or if applicable, Obligor, to less than \$5,000.00, Lender shall release this Mortgage to the extent the Mortgage secures payment of the Note, and Lender shall pay all expenses of such release.

19. **Estoppel Statement by Borrower.** Borrower shall, within ten days of a written request therefor from Lender, furnish Lender with a written statement, duly acknowledged, setting forth the then outstanding balance of the Note and that there are no rights of set-off, counterclaim or defense which exist against such balance or any of the other Liabilities.

20. **Taxes and Insurance.** On written request by Lender, Borrower shall pay to Lender on the day monthly installments of principal and/or interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments on the Premises, plus one-twelfth of yearly premium installments for hazard insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower without charge, on Borrower's written request, an accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. Borrower hereby pledges the Funds as additional security for the payment of the Liabilities, and authorizes Lender to deduct from the Funds any past due Liabilities, without prior notice to Borrower, whether or not a Default has occurred. If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments and insurance premiums shall exceed the amount required to pay said taxes, assessments and insurance premiums as they fall due, such excess shall, if requested by Borrower, be either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds, at Borrower's option. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 10 days from the date notice is mailed by Lender to Borrower requesting payment thereof. Upon

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the first of the following conditions, the person shall be deemed to be a resident of this State for the purposes of this Act.

the person has been domiciled in this State for a period of at least six months immediately preceding the date of the filing of the petition for divorce.

the person has been domiciled in this State for a period of at least six months immediately preceding the date of the filing of the petition for divorce, and the person has been domiciled in this State for a period of at least six months immediately preceding the date of the filing of the petition for divorce.

the person has been domiciled in this State for a period of at least six months immediately preceding the date of the filing of the petition for divorce, and the person has been domiciled in this State for a period of at least six months immediately preceding the date of the filing of the petition for divorce.

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payment in full of all Liabilities, Lender shall promptly refund to Borrower any Funds held by Lender. If the Premises are sold during or on the completion of any foreclosure proceedings, Lender shall apply, no later than immediately prior to the sale of the Premises, any Funds held by Lender at the time of application as a credit against the Liabilities.

21. **Binding on Assigns.** This Mortgage and all provisions hereof, shall extend to and be binding upon Borrower and all persons or parties claiming under or through Borrower. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Lender" includes the successors and assigns of Lender.

22. **WAIVER OF REDEMPTION AND REINSTATEMENT.** IF THE PREMISES ARE NOT RESIDENTIAL REAL ESTATE AS DEFINED IN THE ILLINOIS MORTGAGE FORECLOSURE LAW, BORROWER HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM ANY JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON CLAIMING THROUGH BORROWER AS A SUCCESSOR, AND AGAIN IF THE PREMISES ARE NOT RESIDENTIAL REAL ESTATE AS DEFINED IN THE ILLINOIS MORTGAGE FORECLOSURE LAW, BORROWER FURTHER HEREBY WAIVES ANY RIGHTS OF REINSTATEMENT TO CURE A DEFAULT AFTER THE LIABILITIES HAVE BEEN ACCELERATED BY REASON OF SUCH A DEFAULT, ON ITS OWN BEHALF AND ON BEHALF OF ANY PERSON CLAIMING A RIGHT OF REINSTATEMENT AS A SUCCESSOR TO BORROWER.

23. **Special Provisions Concerning Land Trustee.** If Borrower is a land trustee, this Mortgage is executed by Borrower not personally, but as Trustee in exercise of the power and authority conferred upon and vested in it as such Trustee, and insofar as said Trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof and through enforcement of the provisions of any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against Borrower, as Trustee, because or in respect of this Mortgage or the making, issue or transfer thereof, all such personal liability of said Trustee, if any, being expressly waived in any manner.

24. **Waiver of Homestead.** Borrower hereby waives and conveys to Lender any rights or estate of homestead in the Premises which Borrower may now or hereafter have under the laws of the State of Illinois. If anyone in addition to Borrower has executed this Mortgage, such person, by his or her signature, hereby waives and conveys to Lender any rights or estate of homestead in the Premises which such person may now or hereafter have under the laws of the State of Illinois, and the signature of such person is made solely for purposes of such waiver or conveyance.

25. **Governing Law; Severability.** This Mortgage has been made, executed and delivered to Lender in Illinois and shall be construed in accordance with the Internal laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

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WITNESS Borrower has executed and delivered this Mortgage as of the day and year set forth above.

ADDITIONAL SIGNATORIES FOR WAIVING AND CONVEYING HOMESTEAD RIGHTS, IF ANY:

BORROWER: Cole Taylor Bank, as Trustee as aforesaid and not personally

N/A

By: Cynthia A. Crain

Its: TRUST OFFICER

By: Louise C. Hart

Its: ASST. SECRETARY

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose of or with the intent to bind or bind said Trustee personally but are made and intended for the purpose of and in connection with the trust property specifically described herein, and the same are made and intended to be made and intended by said Trustee not in its own right, but solely in the name of the position or office held by it as such Trustee, and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Cole Taylor Bank or any of its beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

CO 214059

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Very truly yours,
[Signature]

[Name]

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NOTARIZATION FOR LAND TRUSTEE

STATE OF ILLINOIS)
) SS
 COUNTY OF Cook)

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, hereby certify that on the 29 day of AUGUST, 1989, personally appeared before me CYNTHIA ORBIN and LUCILLE C. HART known to me to be the same persons whose names are subscribed to the foregoing Mortgage and known to me to be the TRUST OFFICER and ASST. SECRETARY respectively, of COLE TAYLOR BANK, a(n) ILLINOIS BANKING (corporation) (association), as Trustee, and acknowledged and agreed that they signed the foregoing Mortgage, as said officers, and affixed the seal of said (corporation) (association) thereto as Trustee, all for and on behalf of said (corporation) (association), as Trustee, as their free and voluntary act and as the free and voluntary act of said (corporation)(association), as Trustee, for the uses and purposes therein set forth, including any waiver or conveyance of redemption or homestead rights.

Given under my hand and notarial seal this 29 day of AUGUST, 1989.

Carole Dansky
 NOTARY PUBLIC

(SEAL)

My Commission Expires: _____



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