

# UNOFFICIAL COPY

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This instrument was prepared by:  
Randi A. Sutton  
NBD Park Ridge Bank  
(Name)  
1 S. Northwest Highway  
Park Ridge, IL 60068  
(Address)

RF

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Loan No. \_\_\_\_\_

1989 SEP 12 PM 1:44

89427860

## MORTGAGE

\$16.00

THIS MORTGAGE is made this 31st day of August 19 89  
between the Mortgagor, EUGENE P. CHRISTIE and GEORGIA L. CHRISTIE, his wife  
(herein "Borrower") and the Mortgagee NBD PARK RIDGE BANK,  
a corporation organized and existing under the laws of State of Illinois, whose address is One South Northwest Hwy. Park  
Ridge, Illinois 60068 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIX HUNDRED FIFTY THOUSAND AND  
NO/100 Dollars,  
which indebtedness is evidenced by Borrower's note dated August 31, 1989 (herein "Note"),  
providing for payment of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on  
September 1, 1994;  
Borrower shall pay to Lender a late charge of five percent (5%) on any installment of principal and interest not received when  
due.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment  
of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the  
performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances,  
with the interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Bor-  
rower does hereby mortgage, grant and convey to Lender the following described property located in the County of  
Cook, State of Illinois:

### PARCEL 1

LOTS 35 TO 42, INCLUSIVE, IN BLOCK 3 IN THOMAS ROWAN'S SUBDIVISION OF BLOCKS  
1 TO 6, INCLUSIVE, 15 TO 23, INCLUSIVE, 32 TO 37, INCLUSIVE, AND 42, 43, 48,  
49, 50, 55, 56, 57 TOGETHER WITH VACATED STREET BETWEEN SAID LOTS 2, 3 AND  
4 IN J. H. WHITESIDE AND COMPANY'S MADISON STREET ADDITIONS IN SECTION 8, TOWN-  
SHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

### PARCEL 2

THAT PART OF THE 100.0 FOOT WIDE RIGHT OF WAY OF THE CHICAGO GREAT WESTERLN  
RAILROAD (CHICAGO, ST. PAUL AND KANSAS CITY RAILROAD) IN THE SOUTH EAST 1/4  
OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN  
LYING WESTERLY OF THE SOUTHERLY EXTENSION OF THE CENTER LINE OF HYDE PARK  
AVENUE AND LYING EASTERLY OF THE SOUTHERLY EXTENSION OF THE CENTER LINE OF  
THE 16 FOOT NORTH AND SOUTH PUBLIC ALLEY WEST AND ADJOINING LOTS 35 TO 48 IN  
BLOCK 3 (SAID CENTER LINE BEING A LINE 8.00 FEET WEST OF THE PARALLEL WITH  
THE EAST LINE THEREOF) ALL AS SHOWN ON PLAT OF THOMAS ROWAN'S SUBDIVISION OF  
LOTS 1 TO 6 INCLUSIVE LOTS 15 TO 23 INCLUSIVE LOTS 32 TO 37 INCLUSIVE AND  
LOTS 42, 43, 48, 49, 50, 55, 56, AND 57 TOGETHER WITH VACATED STREETS  
BETWEEN SAID LOTS 2, 3 AND 4 ALL IN J. H. WHITESIDE AND COMPANY'S MADISON STREET  
ADDITION IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index #15-08-421-040-0000 and 15-08-421-039-0000

Property Address: 530-544 Hyde Park Road  
Hillside, IL 60162

89427860

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurten-  
ances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or  
hereafter attached to the property, all of which, including replacements and additions thereto shall be deemed to be and  
remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the lease-  
hold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant  
and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title  
to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of  
exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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## UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and 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 which may be levied on the Property, plus one-twelfth of the yearly premium installments for hazard insurance, plus one-twelfth of the yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.
3. Application of Payments. Unless law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.
4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may be levied on the Property, over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay 100% of the sums secured by this Mortgage. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.
6. All insurance policies and renewals thereof shall be in form acceptable to Lender, including that the coverage evidenced thereby shall not be terminated or materially modified without Lender's (14) calendar days prior written notice to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.
7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.
8. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate is made by Borrower.
9. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and consistent documents. If a condominium or planned unit development is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
10. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.
11. Any amounts disbursed by Lender pursuant to this paragraph 10, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate is made by Borrower.



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other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$ 2,000.

22. Release. Upon payment of all sums secured by this Mortgage, and upon payment of a reasonable release fee established by lender, Lender shall release this Mortgage. Borrower shall pay all costs of recordation, if any.

23. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

24. See attached Exhibit "A" - Environmental Matters.

IN WITNESS WHEREOF Borrower has executed this Mortgage.

x Eugene P. Christie  
Eugene P. Christie

x Georgia L. Christie  
Georgia L. Christie

STATE OF ILLINOIS, Cook County ss:

I, Karen G. Smith, a Notary Public in and for said county and state,

do hereby certify that EUGENE P. CHRISTIE and GEORGIA L. CHRISTIE

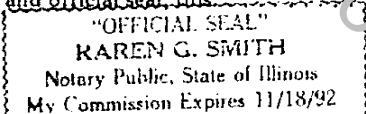
are, personally known to me to be the same person(s) whose name(s) are

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that, the y

signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of August, 1988

My Commission expires:



Karen G. Smith  
Notary Public

In Witness Whereof borrower has caused its corporate seal to be hereunto affixed and these presents to be signed by its Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the said corporation. Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

CORPORATE SEAL BY \_\_\_\_\_ PRESIDENT ATTEST: \_\_\_\_\_ SECRETARY

STATE OF ILLINOIS, SS. I, \_\_\_\_\_ County of \_\_\_\_\_ a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_ President of the \_\_\_\_\_ and \_\_\_\_\_ Secretary

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

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_ NOTARY PUBLIC

|                       |                              |                             |   |
|-----------------------|------------------------------|-----------------------------|---|
| DELIVERY INSTRUCTIONS | NAME                         | NBD PARK RIDGE BANK,        | FOR RECORDERS INDEX PURPOSES<br>INSERT STREET ADDRESS OF ABOVE<br>DESCRIBED PROPERTY HERE<br>530-544 Hyde Park Road |
|                       | STREET                       | One South Northwest Highway |   |
|                       | CITY                         | Park Ridge, Illinois 60068  |   |
|                       | OR                           |                             |   |
|                       | RECORDER'S OFFICE BOX NUMBER | 405                         | Hillside, IL 60162  |

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EXHIBIT "A"  
Environmental Matters: Notice: Indemnity

(a) Borrower shall not install, use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Premises, nor transport to or from the Premises, any Hazardous Substance nor all any other person or entity to do so.

(b) Borrower shall keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violation of, any Environmental Law.

(c) Borrower shall give prompt written notice to Lender of:

(1) any proceeding, investigation or inquiry commenced by any governmental authority with respect to the presence of any Hazardous Substance on, under or about the Premises or the migration thereof to or for adjoining property.

(2) all claims made or threatened by any individual or entity against Borrower or the Premises relating to any loss or injury allegedly resulting from any Hazardous Substance; and

(3) the discovery by Borrower of any occurrence or condition on any real property adjoining or in the vicinity of the Premises which might cause the Premises or any part thereof to be subject to any restriction on the ownership, occupancy, transferability or use of the Premises under any Environmental Law.

(d) Lender shall have the right and privilege to: (i) join in and participate in, as a party if it so elects, any one or more legal proceedings or actions initiated with respect to the Premises; and to (ii) have all costs and expenses thereof, including, without limitation, Lender's reasonable attorneys' fees and costs paid by Borrower.

(e) Borrower shall protect, indemnify and hold Lender and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, cost, expense and liability including, without limitation, reasonable attorneys' fees and costs, directly or indirectly rising out of or attributable to the installation, uses, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of a Hazardous Substance on, under or about the Premises, including without limitation: (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the Premises; and (iii) the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the satisfaction, release or extinguishment of the lien of the Mortgage, including without limitation any extinguishment of the lien of the Mortgage by foreclosure or deed in lieu thereof.

**5.11 Remedial Work.** If any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is reasonably necessary or desirable under any applicable federal, state or local law, regulation or ordinance, or under any judicial or administrative order or judgment, or by any governmental person, board, commission or agency, because of or in connection with the current or future presence, suspected presence, release or suspected release of a Hazardous Substance into the air, soil, ground-water, surface water or soil vapor at, on, about, under or within the Premises or portion thereof, Borrower or Borrower's Beneficiary shall, within thirty (30) days after written demand for performance by Lender (or within such shorter time as may be required under any applicable law, regulation, ordinance, order or agreement), commence and thereafter diligently prosecute to completion all such Remedial Work. All Remedial Work shall be performed by contractors approved in advance by Lender and under the supervision of a consulting engineer approved in advance by Lender. All costs and expenses of such Remedial Work, including, without limitation, the reasonable fees and expenses of Lender's counsel, incurred in connection with monitoring or review of the Remedial Work shall be paid by Borrower. If Borrower shall fail or neglect to timely commence or cause to be commenced, or shall fail to diligently prosecute to completion, such Remedial Work, the Lender may, but shall not be required, to cause such Remedial Work to be performed; and all costs and expenses thereof, or incurred in connection therewith, including, without limitation, the reasonable fees and expenses of Lender's counsel, shall be paid by Borrower to Lender forthwith after demand and shall be a part of the indebtedness evidenced by the Note.

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5.12 Environmental Definitions. (a) The term "Environmental Law" means and includes, without limitation, any federal, state or local law, statute, regulation or ordinance pertaining to health, industrial hygiene or the environmental or ecological conditions on, under or about the Premises, including without limitation each of the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§9601 et seq.; the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), 42 U.S.C. §§6901 et seq.; the Illinois Environmental Protection Act, as amended, Ill. Rev. Stat., 1987, ch. 111-1/2, par. 1001 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1252 et seq.; and the rules, regulations and ordinances of the U.S. Environmental Protection Agency, the Illinois Environmental Protection Agency and the County of Cook and of all other agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Premises or the use or operation thereof.

(b) The term "Hazardous Substance" means and includes, without limitation:

(i) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of CERCLA, RCRA, the Illinois Environmental Protection Act and the Hazardous Materials Transportation Act (49 U.S.C. §§1801 et seq.) and in regulations promulgated pursuant thereto;

(ii) those substances listed in the U.S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto);

(iii) those other substances, materials and wastes which are or become regulated under any applicable federal, state or local law, regulation or ordinance or by any federal, state or local governmental agency, board, commission or other governmental body, or which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and

(iv) any material, waste or substance which is any of the following: (A) asbestos; (B) polychlorinated biphenyls; (C) designated or listed as a "hazardous substance" pursuant to §311 or §307 of the Clean Water Act (33 U.S.C. §§1251 et seq.); (D) explosive; or (E) radioactive.

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County Clerk's Office