

MORTGAGE

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made September 21, 1989, between Garfield Ridge Trust & Savings Bank not personally, but as Trustee under agreement dated June 10, 1985 and known as Trust No. 85-6-4 (herein referred to as "Mortgagor,") and Garfield Ridge Trust & Savings Bank, doing business in Chicago, Illinois, (herein referred to as "Mortgagee,")

WITNESSETH

THAT WHEREAS Mortgagor is justly indebted to Mortgagee in the sum of _____ dollars (\$ _____) evidenced by a certain Promissory Note of even date herewith executed by Mortgagor, payable to the order of the Mortgagee and delivered, by which Note Mortgagor promises to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of _____ per cent (_____ %) per annum prior to maturity, at the office of Mortgagee in _____, Illinois, in _____ successive monthly installments commencing _____, 19____, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ _____ each, and said last installment to be the entire unpaid balance of said sum together with interest on the principal of each installment after the original maturity date thereof at _____ per annum, together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note"). RIDER ATTACHED

NOW, THEREFORE, the Mortgagor to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagor to the Mortgagee or to the holder of said Note or to the Assignee of the Mortgage during the term of this mortgage, howsoever created, incurred, evidenced, acquired or arising, whether under the Note or this mortgage or under any other instrument, obligation, contract or agreement of any and every kind now or hereafter existing or entered into between the Mortgagor and the Mortgagee or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any other agreements made by and between the parties herein, and including all present and future indebtedness incurred or arising by reason of the guarantee to Mortgagee by Mortgagor of present or future indebtedness or obligations of third parties to Mortgagee, and of present and future indebtedness originally owing to Mortgagee by third parties and assigned by said third parties to Mortgagee; and any and all renewals or extensions of any of the foregoing; and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents Mortgagee to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

Legal description attached and incorporated herein by reference P. I. N. 19-10-317-078, 079 and 080

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

TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration, (whether single units or centrally controlled); and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-liner beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not; and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the Mortgagor or its successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth.

This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side hereof) among other things, require Mortgagor to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagor, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagor and those claiming through it.

In the event Mortgagor sells or conveys the premises, or if the title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagor, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

This mortgage is executed by Garfield Ridge Trust & Savings Bank not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this mortgage shall be construed as creating any liability on Garfield Ridge Trust & Savings Bank or on any of the beneficiaries under said trust agreement personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, Garfield Ridge Trust & Savings Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its (Executive) (Assistant) (Vice President) (Trust Officer), and its corporate seal to be hereunto affixed, and attested by its (Executive) (Assistant) (Vice President) (Trust Officer) the day and year first above written.

Garfield Ridge Trust & Savings Bank As Trustee as aforesaid and not personally, BY Julie A. Novak (Executive) (Assistant) (Vice President) (Trust Officer) Attest: Donald A. Stanczyk (Executive) (Assistant) (Vice President) (Trust Officer)

STATE OF ILLINOIS } ss. I, Catherine A. Hughes, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that COUNTY OF COOK Julie A. Novak and Donald A. Stanczyk

(Executive) (Assistant) (Vice President) (Trust Officer) of Garfield Ridge Trust & Savings Bank and (Executive) (Assistant) (Vice President) (Trust Officer) of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Executive) (Assistant) (Vice President) (Trust Officer), and (Executive) (Assistant) (Vice President) (Trust Officer), 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said (Executive) (Assistant) (Vice President) (Trust Officer) then and there acknowledged that said (Executive) (Assistant) (Vice President) (Trust Officer), as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said (Executive) (Assistant) (Vice President) (Trust Officer)'s own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21st day of September 1989.

This Document Prepared By: Bennett L. Cohen 33 N. LaSalle Street Chicago, Illinois 60602

OFFICIAL SEAL CATHERINE A. HUGHES NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4/20/93

Catherine A. Hughes Notary Public

Table with 2 columns: NAME, STREET, CITY, INSTRUCTIONS. Row 1: Garfield Ridge Bank, 6353 W. 55th Street, Chicago, Illinois 60638. Row 2: ATTN: June Novotny, Recorder's Office Box Number. Row 3: FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF PROPERTY DESCRIBED HERE: 755 West 53rd St. & 5301 through 5323 S. Cicero Ave. Chicago, Illinois.

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

1. Mortgagor covenants and agrees to pay said indebtedness and the interest thereon as herein and in said Note or other evidence thereof provided; or according to any agreement extending the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against the premises (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said premises shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid; or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause with respect to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure shall be payable to the Mortgagee; (4) To keep the premises in good condition and repair, without waste, and free from any encumbrances or other lien or claim of lien not expressly subrogated in the lien hereof; (5) To make no improvements or repairs or other unauthorized use of or any nuisance to exist on said premises in violation of law or in violation of any act or omission to act; (6) To comply with all requirements of law with respect to the premises and the use thereof; (7) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the premises for any purpose other than that for which it is now used; (b) any alterations of the improvements, apparatus, appurtenances, fixtures or equipment, now or hereafter upon said premises, (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said premises; (8) To pay the premiums on Mortgage Guaranty Insurance covering this mortgage when required by Mortgagee pursuant to its written commitments; and (9) To pay when due any indebtedness which may be secured by a lien or charge upon the premises, superior to the lien hereof, and upon receipt, exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee.

2. In addition to the monthly payments of principal and interest payable under the terms of the Note, the Mortgagor agrees to pay to the holder of the Note, when requested by the holder of the Note, such sums as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of fire insurance and such other hazards as shall be required hereunder covering the mortgaged property, and for the payment of taxes and special assessments occurring on the property (all as estimated by the holder of the Note) such sums to be held by the holder of the Note without any allowance for interest. For the payment of such premiums, taxes and special assessments provided that such request whether or not complied with shall not be construed to affect the obligations of the Mortgagor to pay such premiums, taxes and special assessments, and to keep the mortgaged premises insured against loss or damage by fire or lightning. If, however, payments made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Mortgagor shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforesaid exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for these purposes to be made by Mortgagor.

3. The privilege is granted to make prepayments on principal of the Note on any interest payment date upon thirty days prior written notice, provided, however, that all such prepayments in any calendar year in excess of twenty per cent (20%) of the original principal amount of the Note will be accepted only upon payment of a two per cent (2%) premium during the first three years after the date of the Note, one per cent (1%) during the next two years, and no premium thereafter.

4. Mortgagee may collect a late charge equal to one-tenth (1/10th) of one per cent (1%) on the unpaid balance of the indebtedness hereby secured for each aggregate monthly payment of principal, interest, taxes, assessments, insurance premiums, or other charges, more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

5. Mortgagor agrees that Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of the same, or any litigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in connection with the property securing the indebtedness hereby secured and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said

mortgage debt and shall include interest at the rate of * per cent (* %) per annum.

6. 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, 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 thereon, 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 in its discretion to protect the 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 * per cent (* %) per annum. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to or on account of any default hereunder on the part of Mortgagor.

7. Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereon.

8. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall notwithstanding anything in the Note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment on the Note or on any other obligation secured hereby; or (b) when default shall occur and continue for three (3) days in the performance of any other agreement of the Mortgagor herein contained. SEE RIDER

9. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, or any other documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) in procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Mortgagor may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and shall become immediately due and payable with interest thereon at the rate of * per cent (* %) per annum, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof and which has not actually commenced; or (c) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced.

10. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagor, its successor or assigns, as their rights may appear.

11. Upon, or at any time after the filing of suit to foreclose this Mortgage, the Court in which such suit is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection (including insurance and repairs), possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part (1) of the indebtedness secured hereby, or evidenced by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

12. The Mortgagor will not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of, any stay or extension or moratorium law, any exemption from execution or sale of the premises or any part thereof, wherever enacted, now or at any time hereafter enforced, which may affect the terms and covenants or the performance of this Mortgage, nor claim, take, or insist upon any benefit or advantage of any law or any force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sale of the premises, or any part thereof, which may be made pursuant to any provision hereof, or pursuant to the decree, judgment, or order of any court of competent jurisdiction; and the Mortgagor hereby expressly waives all benefit or advantage of any such law or law, and covenants not to hinder, delay, or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and permit the execution of every part thereof as though no such law or laws had been made or enacted. The Mortgagor, for itself and all who may claim under it or them, waives, to the extent that it may lawfully do so, all right to have the mortgaged property marshaled upon any foreclosure hereof.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

14. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith paid by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or its successor or assigns.

15. All avails, rents, issues and profits of the premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said premises; or any part thereof, whether said lease or agreement is written or verbal, and in the event the holder of (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such avails, issues and profits, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the premises, and on the income therefrom which he is prior to the lien of any other indebtedness hereby secured, and out of the income therein reasonable compensation for itself, pay insurance premiums and any assessments thereon, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not; Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagor's obligations herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands; The possession of the premises may continue until all indebtedness secured hereby is paid in full or until the delivery of a deed pursuant to a decree foreclosing the lien hereof, but in no event shall, then until the expiration of the statutory period, during which it may be issued, any such decree shall nevertheless, have the discretionary power at anytime to refuse to take any action, possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph.

16. In the event new buildings and improvements are now being or are to be erected or placed on the premises (that is, if this is a construction loan mortgage) and if Mortgagor does not complete the construction of said buildings and improvements in accordance with the plans and specifications approved by Mortgagee, on or before thirty days prior to the due date of the first payment of principal of the Note, or if the construction of said buildings and improvements shall cease before completion and the said work should remain abandoned for a period of thirty (30) days, then and in either event, the entire principal sum of the Note secured by this Mortgage and interest thereon shall at once become due, and payable, at the option of Mortgagee, and in the event of abandonment of work upon the construction of the said buildings or improvements for the period of thirty days as aforesaid, Mortgagee may, at its option, also enter into and upon the mortgaged premises and complete the construction of the said buildings and improvements and moneys expended by Mortgagee in connection with such completion of construction shall be added to the principal amount of said Note and secured by these presents, and shall be payable by

Mortgagor on demand, with interest at the rate of * per cent (* %) per annum. In the event Mortgagee shall elect to complete construction, Mortgagee shall have full and complete authority to employ watchmen to protect the improvements from depredation or injury and to preserve and protect the personal property therein, to contract with any and all other persons for the erection and completion of said building or buildings; to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of Mortgagor, and to pay and discharge all debts, obligations and liabilities incurred thereby.

17. A reconveyance of said premises shall be made by the Mortgagee to the Mortgagor on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgagor, and the payment of the reasonable fees of said Mortgagee.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

19. MORTGAGOR DOES HEREBY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE ILLINOIS STATUTE, ANY AND ALL RIGHTS OF REDEMPTION FROM ANY OR OTHER DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS MORTGAGE. *Four percent (4%) per annum above the prime rate of Garfield Ridge Trust & Savings Bank.

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RIDER ATTACHED TO AND MADE A PART OF MORTGAGE BETWEEN GARFIELD RIDGE TRUST & SAVINGS BANK, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER TRUST NO. 85-6-4, MORTGAGOR AND GARFIELD RIDGE TRUST & SAVINGS BANK, MORTGAGEE

20. Mortgagor hereby grants to the Mortgagee a security interest in all cooling and ventilating apparatus and systems, all plumbing, incinerating and sprinkler equipment and fixtures, all elevators and escalators, all communication and electric monitoring equipment and all other machinery, apparatus, equipment and fixtures of every nature used in the operation, maintenance and protection of the premises.

21. All future advances shall have the same priority of lien as if advanced on the date of recording of this Mortgage.

22. Mortgagor covenants and agrees that Mortgagee, at its option, has the unqualified right to accelerate the maturity of the indebtedness evidenced by the Note causing the full principal balance and accrued interest under the Note, to be immediately due and payable without notice to Mortgagor, in the event that:

(a) The Beneficiaries shall, without the prior written consent of the Mortgagee, sell, transfer, convey, assign or create a security interest in the beneficial interest, or any part thereof, in the aforesaid Trust, whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing; or

(b) Mortgagor, or the Beneficiaries, shall, without the prior written consent of the Mortgagee, directly or indirectly, create, suffer or permit to be created or filed against the premises, or any portion thereof, or against the rents, issues or profits therefrom (including, without limitation, any lien arising with respect to the payment of taxes, assessments and other charges), any mortgage lien, security interest, or other lien or encumbrance, except the lien of current general taxes duly levied and assessed but not yet due and payable and the lien of this Mortgage. Mortgagor shall have the right to insure over against any mechanic's lien.

23. Section 8 on the reverse side of the Mortgage is hereby deleted in its entirety and replaced with the following new paragraph:

"8. At the option of the Mortgagee and without notice to Mortgagor, its successors or assigns, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable upon the occurrence of any one or more of the following events of default: (a) if the makers of the Note hereby secured (individually or collectively hereinafter called "Maker") shall fail to pay any portion of the principal or interest due under the Note when due and such default shall continue uncured for ten days; or (b) if Maker shall fail to pay any other amount secured hereby

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and such default shall continue uncured for ten (10) days after receipt of written notice to Makers to pay such sum(s); or (c) if Mortgagor fails to perform or observe any other covenant, warranty, or other provision contained in the Note or this Mortgage for a period in excess of thirty (30) days after the date on which the notice of such failure is given to Mortgagor; or (d) if any representation or warranty contained in the Note, this Mortgage or in any other loan document or instrument executed by Mortgagor or the Beneficiaries, or any guarantor of the indebtedness hereby secured (individually or collectively hereinafter called the "Guarantor") in connection with the indebtedness hereby secured, shall have been materially false or misleading; or (e) admission by the Maker or Guarantor, in writing, including without limitation an answer or other pleading filed in any court, of Maker's or Guarantor's insolvency or its inability to pay its debts generally as they fall due; or (f) institution by Maker or Guarantor of bankruptcy, insolvency, reorganization, or arrangement proceedings of any kind under the United States Bankruptcy Code, whether as now existing or as hereafter amended, or any similar debtors' or creditors' rights law federal or state, now or hereafter existing, or the making by Maker or Guarantor of a general assignment for the benefit of creditors; or (g) institution of any such proceedings referred to in clause (f) above against Maker or Guarantor that are consented to by such party or are not dismissed, vacated, or stayed within sixty (60) days after the filing thereof; or (h) appointment by any court of a receiver, trustee, or liquidator of or for, or assumption by any court of jurisdiction of, all or any part of the premises or all or a major portion of the property of Maker or Guarantor, if such appointment or assumption is consented to by Maker or Guarantor or, within sixty (60) days after such appointment or assumption, such receiver, trustee or liquidator is not discharged or such jurisdiction is not relinquished, vacated, or stayed; or (i) any default by Mortgagor, Beneficiaries, Maker or Guarantor under the Note, this Mortgage or in any other loan document or instrument executed by Mortgagor, Beneficiaries, Maker or Guarantor in connection with the indebtedness hereby secured and such default shall not be cured within the applicable grace period, if any."

GARFIELD RIDGE TRUST & SAVINGS BANK,
NOT PERSONALLY BUT SOLELY AS TRUSTEE AS
AFORESAID

By: Julie A. Novak
Its Land Trust Officer

Attest: Donald A. Stanczyk
Its Vice President

All representations and undertakings of GARFIELD RIDGE TRUST & SAVINGS BANK as trustee as aforesaid and not individually are those of its Beneficiaries only and no liability is assumed by or should be asserted against GARFIELD RIDGE TRUST & SAVINGS BANK personally as a result of the signing of this instrument.

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LEGAL DESCRIPTION RIDER S1209923

LOTS 9, 10, 11 IN BLOCK 21 IN W. F. KAISER AND COMPANY'S ARDALE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 AND THE WEST 3/4 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE RIGHT OF WAY) EXCEPT THAT PART OF SAID LOTS 9, 10 AND 11 AFORESAID LYING WEST OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF SAID LOT 11, SAID POINT BEING 17 FEET EAST OF THE NORTH WEST CORNER OF LOT 11 AS ORIGINALLY PLATTED TO A POINT IN THE SOUTH LINE OF LOT 9 SAID POINT BEING 32 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 9 AS ORIGINALLY PLATTED

ALSO

LOTS 12, 13, 14 AND 15 IN BLOCK 21 IN W. F. KAISER AND COMPANY'S ARDALE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 AND THE WEST 3/4 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 10 (WHICH LINE IS LIKEWISE 17 FEET EAST OF THE WEST LINE OF SAID LOTS 12, 13, 14 AND 15 AS ORIGINALLY PLATTED) SITUATED IN THE COUNTY OF COOK STATE OF ILLINOIS

ALSO

LOTS 16 AND 17 (EXCEPT STREET) IN BLOCK 21 IN W. F. KAISER AND COMPANY'S ARDALE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 AND THE WEST 3/4 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 (EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS.

Street Address: 4755 West 53rd Street and 5301 through 5323
South Cicero Avenue, Chicago, Illinois

P.I.N 19 10 317 078, 079 and 080

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THAT WHEREAS, at the direction of the Beneficiaries under the above-described Trust Agreement and to secure the payment of the promissory note described below, including all renewals, extensions, refinancings and modifications thereof and all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter collectively the "Note"), Mortgagor promises to pay out of the trust estate subject to the Trust Agreement, the aggregate principal sum of Nine Hundred Thirty Thousand (\$930,000.00) Dollars evidenced by a promissory note executed by Mortgagor and John L. Waner and Anna M. Waner, Beneficiaries, payable to the order of Mortgagee together with all accrued interest thereon, more specifically described as follows:

A promissory note dated September 21, 1989 in the principal sum of \$930,000.00 payable in full on December 31, 1990, together with interest payable monthly on the principal amount thereof from time to time unpaid at the variable rate of 1% per annum above the prime rate of Garfield Ridge Trust & Savings Bank as announced from time to time, such rate to be changed on the day or days said prime rate is changed. Interest shall be calculated on a 360-day year counting the actual number of days elapsed. Interest after maturity or default shall be calculated at the variable rate of 4% per annum above said prime rate. All of said principal and interest shall be payable at the office of Garfield Ridge Trust & Savings Bank, 6353 W. Fifty-fifth Street, Chicago, IL 60638

Property of

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COOK COUNTY RECORDER

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