

Box 337

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Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section. The word "Property" means collectively the Real Property and the Personal Property.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Note. The word "Note" means the promissory note or credit agreement dated November 28, 1989, in the original principal amount of \$281,888.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 11.250%. The maturity date of this Mortgage is November 28, 1994.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents. The word "Lender" means Suburban National Bank of Elk Grove Village, its successors and assigns. The Lender is the mortgagee under the Mortgage.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor or any one or more of them, whether arising now or later, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery, enforcement, or satisfaction may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable. The term of this Mortgage shall not exceed at any one time \$700,000.00.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Grantor. The word "Grantor" means Lasalle National Bank, Trustee under that certain Trust Agreement dated October 9, 1987 and known as Trust No. 112740. The Grantor is the mortgagor under this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code.

Grant of Mortgage. For a valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated October 9, 1987 and known as Trust No. 112740, mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or attached buildings, improvements, and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in ditches or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and other matters, located in Cook County, State of Illinois (the "Real Property"):

The Real Property or its address is commonly known as 4159-63 Butterfield Road, Hillside, IL 60162. The Real Property tax identification number is 15-08-420-001, 15-08-420-028, 15-08-420-011, 15-08-420-012, 15-08-420-013, 15-08-419-010, 15-08-419-011, 15-08-419-012, 15-08-419-013.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

per Exhibit A (attached)

MORTGAGE

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Suburban National Bank of Elk Grove Village
500 East Devon Avenue
Elk Grove Village, IL 60007

WHEN RECORDED MAIL TO:
PREPARED BY:

89572082

7234627 PL

11/1/89

89-572082

1989

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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
401 NORTH DEARBORN STREET
CHICAGO, ILLINOIS 60610
TEL: 312-603-3000
WWW.COOKCOUNTYCLERK.COM

RECORDED

By _____
County Clerk

APPROVED FOR FILING

RECORDED

MORTGAGE
(Continued)

including, executed in connection with Grantor's indebtedness to Lender.
Rents. The word "Rent" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (CERCLA), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 (SARA), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 9601, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing. Grantor represents and warrants to Lender that:

(a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property, in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owner or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters. (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and warrants any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of the section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor emit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any improvements on the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may consent in good faith any such law, ordinance, or regulation and without compliance (within any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUPLICATE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A sale or transfer, with or without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property, whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of real property interest, if any Grantor is a corporation or partnership, trustee also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under the Mortgage, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

Right to Cancel. Grantor may, without limitation, terminate or amend any assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized.

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Section 5. Any warranty, representation or agreement made by Lender to Grantor under this Mortgage, the Note or the related documents... shall be deemed to have been made by Lender in its sole and reasonable discretion.

DEFULT. Each of the following, at the option of Lender, shall constitute an event of default (Event of Default) under this Mortgage: (a) Failure to pay when due on the indebtedness...

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and a suitable statement of termination of any financing statement on the evidencing Lender's security interest in the Premises and the Personal Property...

ATTORNEY-IN-FACT. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable in Lender's sole opinion...

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Address. The mailing address of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage. Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and a suitable statement of termination of any financing statement on the evidencing Lender's security interest in the Premises and the Personal Property...

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) consents the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage.

Proceedings. If any proceeding in condemnation is had, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the normal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

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Assurance. The mortgage, together with any related documents, constitutes the entire understanding and agreement of the parties as to the terms and conditions of the mortgage. No condition or stipulation of the mortgage shall be effective unless given in writing and signed by the party or parties entitled to the mortgage.

NOTICES TO GRANTEE AND OTHER PARTIES. The following miscellaneous provisions are a part of this mortgage:

As shown near the beginning of this mortgage, for notice purposes, grantor agrees to keep lender informed at all times of grantor's current address. All copies of notices of foreclosure from the holder of any lien which has priority over this mortgage shall be sent to lender's address. Its address for notices under this mortgage by giving former written notice to the other parties, specifying that the purpose of the notice is to change the State mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this mortgage. Any party may change its address for notices under this mortgage, including without limitation any notice of default and any notice of sale to grantor, that be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this mortgage.

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Attorney's Fees; Expenses. Lender shall be entitled to recover reasonable expenses incurred by lender in enforcing its rights under this mortgage, including without limitation any notice of default and any notice of sale to grantor, that be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this mortgage. Any party may change its address for notices under this mortgage, including without limitation any notice of default and any notice of sale to grantor, that be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this mortgage.

Waiver. Election of Remedies. A waiver by any party of a breach of a provision of this mortgage shall constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by lender to pursue any remedy shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by lender to pursue any remedy shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision.

Notice of Sale. Lender shall give grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other transfer of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Lender shall be entitled to bid at any public sale on all or any portion of the Property. To the extent permitted by applicable law, grantor hereby waives any and all right to have the property marshaled, in exercising its rights and remedies, lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Other Remedies. Lender shall have all other rights and remedies provided in this mortgage or the Note or available at law or in equity. Sale of the Property. To the extent permitted by applicable law, grantor hereby waives any and all right to have the property marshaled, in exercising its rights and remedies, lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing grantor's interest in all or any part of the Property. Deficiency Judgment. If permitted by applicable law, lender may obtain a judgment for any deficiency remaining in the indebtedness due to lender after application of all amounts received from the exercise of the rights provided in this section. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the rents from the Property and apply the proceeds, over and above the cost of the foreclosure, against the indebtedness. The mortgagee in possession or receiver may serve without court if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by lender shall not disqualify a person from serving as a receiver.

Collect Rents. Lender shall have the right, without notice to grantor, to take possession of the Property and collect the rents, including amounts past due and unpaid, and apply the proceeds, over and above lender's costs, against the indebtedness. In furtherance of this right, lender may require any tenant or other user of the Property to make payments of rent or use fees directly to lender. If the rents are collected by lender, then grantor irrevocably designates lender as grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of grantor and to negotiate the same and conduct the proceeds. Payments by tenants or other users to lender in response to lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under the subparagraph either in person, by agent, or through a receiver.

UCC Remedies. With respect to all or any part of the Personal Property, lender shall have all the rights and remedies of a secured party under the UCC Remedies. With respect to all or any part of the Personal Property, lender shall have all the rights and remedies of a secured party under the UCC Remedies. With respect to all or any part of the Personal Property, lender shall have all the rights and remedies of a secured party under the UCC Remedies. With respect to all or any part of the Personal Property, lender shall have all the rights and remedies of a secured party under the UCC Remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to grantor to declare the entire indebtedness immediately due and payable, including any repayment penalty which grantor would be required to pay. Accelerate Indebtedness. Lender shall have the right at its option without notice to grantor to declare the entire indebtedness immediately due and payable, including any repayment penalty which grantor would be required to pay.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor of any of the indebtedness or such guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations existing under the guaranty in a manner satisfactory to lender, and, in doing so, cure the Event of Default. Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor of any of the indebtedness or such guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations existing under the guaranty in a manner satisfactory to lender, and, in doing so, cure the Event of Default.

Breach of Other Agreement. Any breach by grantor under the terms of any other agreement between grantor and lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of grantor to lender, whether existing now or later. Breach of Other Agreement. Any breach by grantor under the terms of any other agreement between grantor and lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of grantor to lender, whether existing now or later.

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289327.568

Attest: Rise E. Haas Assistant Secretary

By: [Signature] Vice President

Trust No. 18740 and not personally

LA SALLE NATIONAL BANK as Trustee under

an authorized signer

GRANTOR: LaSalle National Bank

LA SALLE NATIONAL BANK ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND NOT PERSONALLY, BUT CORPORATE SEAL TO BE HEREIN AFFIXED.

GRANTOR'S LIABILITY. This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are notwithstanding each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under the Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and his successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Note and indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Guarantor.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with the provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever comment by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of foreclosure or repossession without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstances, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

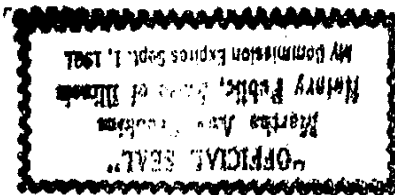
Statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. That operating income shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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28922568

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STATE OF ILLINOIS)
 COURT OF COOK) ss
 On this 29th day of November, 1989, before me, the undersigned Notary Public, personally appeared Corinne Bax, who authorized me to be the authorized agent of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By [Signature]
 Residing at [Address]
 My commission expires 9-1-91

CORPORATE ACKNOWLEDGMENT

The Mortgage prepared by:

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Property of Cook County Clerk's Office

STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE
JANUARY 11, 1900

REPORT OF THE
COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 11, 1899

CHAS. W. BROWN, CLERK

PRINTED BY THE
STATE OF ILLINOIS
JANUARY 11, 1900

LYING NORTH OF THE NORTHERLY LINE OF THE CHICAGO GREAT WESTERN RAILWAY RIGHT OF WAY AND SOUTHERLY OF THE NORTHERLY LINE OF LOT 36 IN BLOCK 5 IN SUBDIVISION AFORESAID EXTENDED NORTHEASTERLY TO THE WEST LINE OF BLOCK 4, AFORESAID, IN COOK COUNTY, ILLINOIS.

(8) THE WESTERLY 1/2 (AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF BLOCK 4 AND THE EAST LINE OF BLOCK 5) OF THAT PART OF VACATED GENEVA AVENUE BETWEEN BLOCKS 4 AND 5 IN THOMAS ROMAN'S SUBDIVISION AFORESAID, DESCRIBED AS FOLLOWS:

AND

(A) LOTS 35 AND 36 IN BLOCK 5 IN THOMAS ROMAN'S SUBDIVISION AFORESAID

89572682

PARCEL 2:

LYING NORTH OF THE NORTHERLY LINE OF THE CHICAGO GREAT WESTERN RAILWAY RIGHT OF WAY AND THE SOUTHERLY OF THE NORTHERLY LINE OF LOT 36 IN BLOCK 5 IN SUBDIVISION AFORESAID EXTENDED NORTHEASTERLY TO THE WEST LINE OF BLOCK 4 AFORESAID

(9) THE EASTERLY 1/2 (AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF BLOCK 4 AND THE EAST LINE OF BLOCK 5) OF THAT PART OF VACATED GENEVA AVENUE BETWEEN BLOCKS 4 AND 5 IN THOMAS ROMAN'S SUBDIVISION, AFORESAID, DESCRIBED AS FOLLOWS:

AND

39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
WHITEHIDE AND COMPANY'S MADISON STREET ADDITION IN SECTION 8, TOWNSHIP TOGETHER WITH VACATED STREET BETWEEN SAID LOTS 2, 3 AND 4 ALL IN J. H. LOTS 1 TO 6, 15 TO 23, 32 TO 37 AND 42, 43, 48, 49, 50, 55, 56, 57 OF BEGINNING, ALL IN BLOCK 4 IN AFORESAID THOMAS ROMAN'S SUBDIVISION OF THENCE NORTH ALONG THE WEST LINE OF SAID TRACT; 92.27 FEET TO THE PLACE SOUTHERLY LINE OF SAID TRACT TO THE SOUTH WEST CORNER OF SAID TRACT, TO THE SOUTHERLY LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG THE ALLEY 50 FEET TO THE EXTENSION OF THE NORTH LINE OF LOT 15; THENCE SOUTH ALONG THE EXTENSION OF THE NORTH LINE OF LOT 15; THENCE WEST LINE OF VACATED ALLEY; THENCE SOUTH ALONG THE CENTER LINE OF VACATED FEET TO THE EAST LINE OF SAID TRACT (SAID EAST LINE BEING THE CENTER EAST; THENCE EAST ALONG THE EXTENSION OF THE SOUTH LINE OF LOT 12, 5.06 SAID TRACT OF THE INTERSECTION TO SOUTH LINE OF LOT 12 EXTENDED TO THE EAST LINE OF SAID TRACT; THENCE SOUTHEASTERLY ALONG EAST LINE OF CURSIDE WALL LINE OF A BRICK BUILDING AND SAID WALL LINE EXTENDED EAST SOUTH 3.28 FEET; THENCE EASTERLY ALONG A WALL LINE, SAID WALL BEING THE SECTION AT A POINT ON THE WEST LINE OF SAID TRACT; 126.73 FEET SOUTH OF THE NORTH WEST CORNER OF SAID TRACT; THENCE EAST 0.90 FEET; THENCE

BEING DESCRIBED AS FOLLOWS:

THE ADJOINING VACATED ALLEY ALL BEING IN BLOCK 4 IN ROMAN'S SUBDIVISION HEREAFTER DESCRIBED AND TAKEN AS ONE TRACT) THE PART OF SAID TRACT

(A) A PART OF A TRACT, (SAID TRACT CONSISTING OF LOTS 8, 9 AND 10, EXCEPT THAT PART TAKEN FOR WIDENING OF WASHINGTON BOULEVARD) AND ALL OF THAT PART OF LOTS 11 AND 12 AND ADJOINING VACATED ALLEYS, LYING WESTERLY OF A STRAIGHT LINE, SAID LINE BEING THE EXTENSION TO THE SOUTH EAST OF THE WESTERLY LINE OF LOT 7 TO ITS INTERSECTION WITH THE SOUTH LINE OF LOT 12 EXTENDED EAST, AND ALL OF LOTS 13, 14, 15 AND HALF OF

PARCEL 1:

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PARCEL 4:

LOTS 1 AND 2 IN BLOCK 5 IN THOMAS ROWAN'S SUBDIVISION OF BLOCKS 1 TO 6, VACATED STREET BETWEEN BLOCKS 2, 3 AND 4 WHITESIDE AND COMPANY'S MADISON STREET ADDITION A SUBDIVISION OF THE SOUTH EAST 1/4 SOUTH OF BUTTERFIELD ROAD IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

BEGINNING AT A POINT ON THE WEST LINE OF SAID TRACT, 126.73 FEET SOUTH OF THE NORTH WEST CORNER OF SAID TRACT; THENCE EAST 0.90 FEET, THENCE SOUTH 5.78 FEET; THENCE EASTERLY ALONG A WALL LINE; SAID WALL BEING THE OUTSIDE WALL LINE OF A BRICK BUILDING AND SAID WALL LINE EXTENDED EAST TO THE EAST LINE OF SAID TRACT, THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF LOT 7 AND ITS EXTENSION TO THE NORTH EAST CORNER OF SAID TRACT, THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID TRACT TO THE NORTH WEST CORNER OF SAID TRACT, THENCE SOUTH ALONG THE WEST LINE OF SAID TRACT, 126.73 FEET TO THE PLACE OF BEGINNING, ALL IN BLOCK 4 IN AFORESAID THOMAS ROWAN'S SUBDIVISION OF LOTS 1 TO 6, 15 TO 23, 32 TO 37 AND 42, 43, 48, 49, 50, 55, 56, 57, TOGETHER WITH VACATED STREET 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.

PARCEL 4:

A PART OF A TRACT, SAID TRACT CONSISTING OF LOTS 8, 9, AND 10 (EXCEPT THAT PART TAKEN FOR WIDENING OF WASHINGTON BOULEVARD) AND ALL OF THAT PART OF LOTS 11 AND 12 AND ADJOINING VACATED ALLEYS LYING WESTERLY OF A STRAIGHT LINE, SAID LINE BEING THE EXTENSION TO THE SOUTH EAST OF THE WESTERLY LINE OF LOT 7 TO ITS INTERSECTION WITH THE SOUTH LINE OF LOT 12 EXTENDED EAST, AND ALL OF LOTS 13, 14, 15 AND HALF OF THE ADJOINING VACATED ALLEY ALL BEING IN BLOCK 4 IN ROWAN'S SUBDIVISION HEREFTER DESCRIBED AND TAKEN AS ONE TRACT, THE PART OF SAID TRACT BEING DESCRIBED AS FOLLOWS:

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TOWNSHIP 123456789
COUNTY 123456789
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