89048737

MORTGACE

THIS INDENTURE,	made January 23	, 19 <u>89</u> , between	Section 19 Section 18 40
Garfield Ridge	Trust & Savings Bank	as Trustee under Trust	# 89-1-4 dated 1/20/89'

(herein referred to as "Mortgagora"), and BARK OF CHICAGO, a banking corporation organized under the laws of the State of Irlinois; doing business in Chicago, Illinois, Lender, (herein referred to as "Mortgagee");

WITNESSETH

89048737

(116,000.00) Dollars, together with interest thereon from date on the principal balance from time to time unpaid at the initial rate of 12.750 % per annum and at the variable rate thereofter of 2.250 % per annum above the prime commercial rate of this Hortgage such rate to be changed on the day or days said prime commercial rate is changed and with interest after maturity at a variable rate of 4.250 % above said prime commercial rate (herein referred to as "After Maturity Rate"). Unless and until demandis made under said Note, all interest shall be paid monthly

HOW, THEREFORE, the Mortgagors to secure the payment of said Note in accordance with its terms and the terms, provision; 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 herenfter owing and to become due from the Mortgagors or my of them to the Mortgaged or to the holder of said Note or to the Assignee of the Mortgaged during the term of this mortgage, howseever created, incurred, evidenced, neguired or string, whather under the Note or this mortgage or under any other instrument, oblightion, contract or agreement of any and every kind now or hereafter existing or entered into because the Mortgagora or any of themanalytho Hortgaged or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges is provided in soild Note and in any 40ther agreements made by and between the parties hereir, and including all present and future indebtedness incurred or arising by reason of the guarantee to Mortgagee by Mortgagora or any of them of present or future indebtedness or oblightions of third parties, to Mortgagee, and of present and future indebtedness originally owing by Mortgagors or any of them to third parties and analgoed by said third parties to Nortgagou, and any and all relievals or extensions of any of the foregoing, and the performance of the covenants, and agreements herein contained, by the Mortgagors to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents mortgage and warrant to the Mortgagee, its successors and assigns, the following _ and State of described Real Estate in the County of Cook Illinois, to wit:

Lot 61 in C.J. Hull's Subdivision of the South Half of Block 16 in the Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 1628 West Ohio Street, Chicago, Illinois Permanent Tax Number: 17-07-215-056

> PERT-01 1#4444 TRAN 5167 01/31/89 14/59:08 #1177 # D # 19 0 413737 CODE COUNTY RECORDER

which, with the property hereinafter described, is referred to herein as the "premisos";

TOGETHER with all improvements, tenements, ensements, fixtures and appurtagences thereto belonging, and all rents, issues and profits thereof for so long and during all

such times as Hortgagors may be entitled thereto (which are pledged primarily and on a parity with sold 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, awaings, 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 Hortgagors or their 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, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and

benefits the Horrungors do hereby expressly release and waive.

This Mortgage consists of 6 pages. The covenants, conditions and provisions listed below among other things, require Mortgagors 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 Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagoe constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of naturity of the Note and foreclosure hereof in case of default and for the allowance of fir gagee's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagers sell or convey the premises, or if the title thereto or any interest legal or equitable therein shall become vested in any manner whatsoever in any ather person or persons other than Mortgagors, or if Mortgagors is a trust in persons other than Mortgagors's beneficiaries, Mortgages shall have the option of declaring immediately due and payable all impaid balances on the Note and enforcing the provision of this mortgage with respect thereto in less prior to such sale or conveyance Mortgages shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgages assuming and agreeing

to be bound by the terms and conditions of said Note and this Hortgage.

COVENANTS, CONDITIONS AND PROVISIONS:

Mortgagors covenant and agree (1) 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 Mortgages may require to be insured against; and to provide liability insurance and such other forurance 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 Hortgrace; such insurance policies shall remain with the Mortgagee during said period or per ods, and contain the usual clause satisfactory to the Mortgagee making them payable to the doutgagee; and in case of foreclosure sale payable to the owner of the certificate of sile, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and componise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Hortgagors all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Hortgagors agree to sign, upon demand, all receipts, vouchurs and releases required of them to be signed by the Hortgagee for soch purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the premises or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanics or other lien or claim of lien not expressly subordinated in writing to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said premises not to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to the premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the promises for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, appartenances, fixtures or equipment now or hereafter upon

The state of the s

anid premises, (c) any parchase on conditional sale, lease or agraement under which fitted is takerved in the vendor, of any apparatus, fixtures or applyment to be placed in or upon any buildings or improvements on sald premises; (9) To pay the premiums on fortgage Guaranty Insurance covering this mortgage when required by Mortgage personal to its wilten commitment; and (10) To pay when doe any indebtedness which may be secured by a lien or charge upon the premises, superior to the lies hereof, and upon receipt, exhibit satisfactory evidence of the discharge of such prior lien to Mortgages.

It addition to any monthly payments of principal and interest paymble ander the terms of the flote and the discretion of flottgages, the flottgagers agree to pay to the holder of the flots, when requested by the holder of the flots, such some as smay be specified for the purpose of establishing a reserve for the payment of premiums, on policies of fire insurance and such other hazards on shall be required burdander covering the mortgaged property, and for the payment of taxes and special assessments previous the property (all as estimated by the holder of the flots); such such some to the flots without any allowance for interest, for the payment of such premiums, taxes and special assessments provided that such request whether or not complied with taxes and special assessments, and to keep the mortgaged promises insured against loss or damage by fire or lightning. If, however, payments used hereunder for increase special assessments and insurance premiums shall not be sufficient to pay the amount special assessment and the flortgagers shall not be sufficient to pay the amount special assessment and the flortgagers shall not be sufficient. If amounts occleated for the purpose aforcessory amount to make up the make such payment, the excess shall be credited on subsequent payments for these purposes to be made by flortgagers.

3, Northagors agree that Northagors may employ counsel for advice or other lagal service at the Northagors alscretten in connection with any dispute as to the debt hereby secured or the 14st of this lastrument, or any littgation to which the forthagors may be made a party on account of this lies or which may affect the title to the property securing the indebtedness here'y secured or which may affect and debt or lies, and any reasonable actorney's fees so incorred shall be added to and be a part of the debt hereby secured. Any costs and expanses commonably incurred in the foreclosure of this morthagors and sale of the property securing he same and in connection with any other dispute, or litigation affecting and debt or lies, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such a mounts shall be payable by the Northagors to the Northagors on demand, and if not paid shall be included in any decree or judgment as a part of said morthagor debt and shall be included in any decree or judgment as a part of said morthagor debt and shall be included in the After Haturity Bate.

4. In case of default therein, Nortgogo, may, but need not, make any gayment or i perform any act herein required of Nortgogors 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, come omise or settle any tax lies or other prior lies or title or claim thereof, or redeem from any ax sale or forfeiture effecting and premises or contest any tax or assessment. All waves gaid for any of the purposes herein authorized and all expenses paid or incurred in ouncetion therewith, including attorneys fees, and any other moneys advanced by Nortgogo in its discretion to protect the premises and the Hen hereof, shall be so much additional indebtadues secured hereby and shall become immediately due and payable without notice and with interest thereon at the After Haturity Rate. Inaction of Nortgogoe shall never be considered as a valver of any right account to a account of any default hereunder on the part of the Nortgogors.

5. Hortgagee making any payment hereby authorized relating to the 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 lies or file or claim thereof.

6. At the option of the flortgages and without demand upon or notice to flortgages, all unpaid indebtedness secured by this flortgage shall, notwithstanding mything in the flore or in this flortgage to the contrary, become due and payable when default shall occur and continue for three days in the performance of any other agreement of the flortgagors herein contained.

7. In the event that hortgagors or either of them (a) consent to the appellation, so receiver, trustee, or liquidator of all or a substantial part of Hortgagora, analts, graduit in writing their imbility to pay debts as they become due, or (c) make a general assignment for the benefit of creditors, or (d) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law, or (e) file an answer admitting the material alignations of a petition filed against flortgagors in any bankruptcy, reorganization, or insolvency proceeding, or (f) take any action for the purpose of effecting any of the foregoing, or (g) any order, judgment or decree shall be entered upon an application of a creditor of the hortgagors by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the Hortgagors assets and such order, judgment or decree

1.2

3 of 6

shall continue unstayed and in effect for any period of 30 consecutive days, the helder of the Hote may declare the Hote forthwith due and payable, wherespot the principal and interest accused on the Hote and all other sums hereby secured, shall become forthwith due and payable as if all of the said sums of money were originally stipulated to be paid on such date; and thereupon the Hortgagee without notice or demand, may prosecute a suit at law and/or in equity as if all maney secured hereby had matured prior to its institution. Furthermore, if foreclosure proceedings should be instituted against the premises upon any other lieu or claim, the Horgagee may at its option immediately upon institution of such suit or during the pendency thereof declare this Hortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclosure this Hortgage.

8. When the indebtedness hereby secured shall become due whether by demand, acceleration or otherwise, Hortgagee shall have the right to foreclose the Hen hereof, in any suit to foreclose the lien hereof, there shall, be allowed and included as additional indebtedness in the decree for sale all expanditures and expennes which may be paid or incurred by or on behalf of Hortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be extinated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies. Torrens cartificates and similar data and assurances with respect to title as Hortgagee may deem to be reasonably vacessary either to prosecute such suft or to evidence to biddets 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 immediately due and payable with interest closeon at the After Maturity Rate, when paid or incurred by hortgagee in connection with (a), any proceeding, including probate and bankruptcy proceedings, to which Hortgage whall be a party, either as plaintiff, claimant or defendant, by reason of this Mattgage or any indebtedness hereby secured; or (b) preparations for the defence of my threatened suit or proceeding which might affect the premises or the security hereof wather or 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; or (c) preparations for

9. 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 line with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Hortgagors, their heir, legal representatives or assigns, as

that's rights may appear.

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 solvency or insolvency of flortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the flortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits a 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 hortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which early be enecessary or are usual in such cases for the protection (including insurance and repairs), possession, control, management and operation of the premises during the while and 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 of: (1) the indebtedness secured hereby, or evidenced by any decree foreclosing this hortgage, or any tax, special assessment or other time 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.

the foreign 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, not claim, take, or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment, or order of any court of competent jurisdiction; and the Mortgagors hereby expressly waive all benefit or advantage of any such law or laws, and covenant 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 power as though no such law or laws had been made or enacted. The Mortgagors, for itself or themselves and all who may claim under it or them.

whive, to the extent that it may lawfully do so, all right to have the mortgaged property marshaled upon any foraclosure hereof.

12. No action for the enforcement of the lien or of any provinton hareof shall be aubjact to any defense which would not be good and available to the party interposing seme in an action at law upon the Note.

13. In case the premises, or any part thereof, shall be taken by condemnation, Hortgagee is hereby empowered to collect and receive all compensation whileh may be nortgages is nereby empowered to collect and receive all compositetion which may be for any property taken or for damages to any property not taken and all comidemastics compensation so received shall be forthwith applied by the Mortgagas as it may gloct, 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 Horrgagors or their assignes.

14. All avails, rents, issues and profits of the premises are pledged; essigned and transferred to the flortgages, 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 theroof, whether said lease or agreement is written or verbal, and it is the intention hereof (n) to pledge sold rents, issues and profits on a parity with said real estate and not accordar ty and such pladge shall not be deemed marged in any foreclosure decree, and (b) to establish an absolute transfer and analymment to the Hortgages of all such leages and agraements and all the avails thereunder, together with the right in case of delaylt, either before or efter foreclosure only, to enter upon and take possession of, maining, maintain and operate said premises, or any part thereof, make leases for terms defined advantageous to it, terminate or modify existing or future leases, collect said avails, rents, Innues and profits; regardless of when enrued, and use such mensures whether legal or equitable as it may term proper to enforce collection thereof, employ renting agents or other employees, after a repair and premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of innurance as may be deemed divisable, 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 lieu is hereby greated on the premises and on the income therefrom which lieu is prior to me lieu of any other indebtedness hereby secured, and out of the income retain reasonable compansation for itself, pay insurance premiums, taxes and assessments, and all expenses of overy kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesald purposes, first on the interest and then on the principal of the indebtednass bereby secured, before or after any decree of foreclosure, and on the deficiency in the projects of sale, if any, whether there be a decree in personne therefor or not. Whenever n'i of the indebtedness secured hereby is poid, and the Hortgages, in its sole discretion feels that there is no substantial uncorrected default in performance of the Mortgagore agreements herein, the Mortgagore, on satisfactory evidence thereof, shall relinquish percession and pay to Mortgagors say surplus income in its hands. The possession of Mortgagore may continue until findebtedness secured hereby is paid in full or until the delivery of a Doed pursuant to a decree foreclosing the lien hereof, but if no deed be issord, then until the expiration of the statutory period during which it may be issued. Mortgogee shall, however, have the discretionary power at anytime to refuse to take or to abanden consension of said premises Mortgagee shall have all powers, if any, which it without offecting the lien hereof. might have had without this paragraph.

15. In the event new bulldings and improvements are now being or are to be erected or placed on the premises (that is, if this is a construction lian mortgage) and if Mortgagors do not complete the construction of said buildings the improvements in accordance with the plans and spacifications approved by Mortgages, or or before thirty days prior to the due date of the first payment of principal, or it work on said construction should cease before completion and the said work should remain abandoned for a period of thirty days, then and in either event, the entire principal and of the Hote secured by this Hortgage and interest thereon shall at once become due and payable, at the option of Hortgagee, and in the event of shandonment of work upon the construction of the said buildings or improvements for the period of thirty days as aforesaid, Hortgagee may, nt its option, also enter into and upon the mortgaged premises and complete the construction of the said buildings and improvements and moneys expended by Hortgagee in connection with such completion of construction shall be added to the principal amount of anid Note and secured by these presents, and shall be payable by Hortgagors on demand, with interest at the After Maturity Rate. 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 continue my and all outstanding contracts for the erection and completion of anid building or buildings, to make and enter into any contracts and obligations wherever necessary, either in its own name or in the name of Hortgagors, and to pay and discharge all debts, obligations and liabilities incurred thereby.

Constitution and Constitution

16. A reconveyance of said premises shall be made by the Mortgages to the Mortgagers on full payment of the indebtedness aforesaid, the performance of the covenants and

Hortgages. 17. This Hortgage and all provisions hereof, shall extend to and be binding upon Hortgagers and all parsons claiming under or through Hortgagers, and the word "Hortgagers" when used herein shall include all such persons and all persons liable for the payment of the indubtedness or any part theref, whether or not such persons shall have executed the Hote or this Hortgage; and 18. In the event this instrument is executed by only one person or entity all terms
as used herein shall be understood and applied as if in their singular forms.
This Hortgage 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 vasted in it as such Trustee (and said Trustee, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal or interest notes contained shall be construed as creating any liability on the said Trustee personally to pay the said principal notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all sach liability, if any being expressly waived by Second Party and by every person now or hereafter claiming to, right or security hereunder, and that so far as First Party and it successor and said Trustee personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.
IN WITHESS WHEREOF, Garfield Ridge Trust & Savings Bank parsonally but as Trustae as afficient, has counced these presents to be algoed by its
Land Trust Officer, and its corporate sent to be argued by its Actested by its Vice President, the day and year first above written.
actested by its Vice President , the day and year first above written.
(SEAL) ATTEST Florer & Helwida Title: Vice Prosident
STATES OF THE TAULED. The Delivery Deli
STATE OF ILLINOIS) I, Jolene DiMenna a Notary Public, in and for ond residing in said County, is the State aforesaid, Do Neteby COUNTY OF) Certify, that Julie A. Novak , and Florence R. Gawega of said Trustee, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust (1) licer , and Vice President respectively, appeared before me ills day in person and acknowledged that they bigned and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trustee, for the asses and purposes therein set forth; and the said Vice President then and these acknowledged that she, as custodian of the corporate seal of said Trustee, did not the corporate seal of said Trustee to said instrument as her own free and voluntary act and as the free and voluntary act of said Trustee for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 20th day of January A.D. 1965.
OFFICIAL SEAL " NOTARY PUBLIC, STATE OF TELINOIS MY COMMISSION EXPIRES 3/23/91
Hall to: BANK OF CHICAGO 1050 W. WILSON AVE. CHICAGO, 1L 60640 FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE: 1628 W. Ohio, Chicago, 11
Revised 11/85 THIS DOCUMENT PREPARED BY: Michael B. Dunkin Bank of Chicago, 1050 Wilson Avenue

Chicago, Illinois 60640