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SECOND MORTGAGE

THIS INSTRUMENT WITNESSETH: That the undersigned,

Citywide Building Maintenance, Inc

of the City of Des Plaines, County of Cook, State of Illinois, hereinafter referred to as the Mortgagor, do hereby Mortgage and Warrant to

THE COLONIAL BANK & TRUST COMPANY OF CHICAGO

\$16.00

an Illinois Association, hereinafter referred to as the Mortgagee, the following real estate situated in the

County of Cook, State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE APART HEREOF

This document was prepared by: Maurice L. Fischbacher, Colonial Bank, 5250 W. Belmont Avenue, Chicago, Illinois 60644

Maurice

EX 333

TOGETHER with all the buildings and improvements now or hereafter erected thereon, including all gas and electric fixtures, plumbing, motors, boilers, furnances, ranges, refrigerators, and all apparatus and fixtures of every kind, whether used for the purpose of supplying or distributing heat, refrigeration, light, water, air, power, or otherwise now in or which hereafter may be placed in any building or improvement upon said property; together with the rents, issues and profits of every name, nature and kind. It being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all leases and avails of said premises and any furnishings and equipment therein. Such rents, issues and profits shall be applied first to the payment of all costs and expenses of acting under such assignment, and second to the payment of any indebtedness then due or incurred hereunder.

WE HAVE AND DO HOLD the said property, with said improvements, apparatus and fixtures unto said Mortgagee to be used for the use hereinafter set forth, free of all taxes and liens, under the Homestead Exemption Laws of the State of Illinois, which said rights and interests said Mortgagee shall enjoy by release and waiver.

This mortgage is given to secure performance by the Mortgagor of the covenants hereto contained and the payment of a certain and certain to the Mortgagee evidenced by an Installment Note of even ten herewith in the principal sum of Four Hundred Five Thousand and 00/100 Dollars (\$405,000.00) payable as described in the Installment Note secured hereby with a final payment, if not sooner paid, due July 1, 1998.

ALL THE MORTGAGOR COVENANTS:

(1) To pay the mortgage all sums due by it under the terms of the obligation secured hereby, together with interest as therein provided, and to repay all other sums paid or advanced by the mortgagee hereunder, together with interest thereon at the

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Handwritten notes on the left margin: 'm', 'S', 'SRL 09/9/86', 'LDP 1/1/87'

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Parcel I: The West 2 feet of Lot 18 in Block 5 in Kinsey's Irving park Boulevard Subdivision of the Southeast Quarter of the Southwest Quarter (Except the East 10 Feet thereof) of Section 13, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel II: Lots 16, 17 and 13 (Except the West 2 Feet thereof) in Block 5 in Kinsey's Irving Park Boulevard Subdivision of the Southeast Quarter of the Southwest Quarter (Except the East 10 feet thereof) of Section 13, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 7760 W. Irving Park Rd., Norridge, IL
P.I.N.: 12-13-314-034-0000

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B. THE MORTGAGOR FURTHER COVENANTS:

(8) That in case of failure or inability to perform any of the covenants herein, the Mortgagor may do any act it may deem necessary to maintain or repair said property or to protect the lien of this mortgage. Any moneys paid or disbursed by the Mortgagor for any such purpose and all expenses and charges in connection therewith shall become so much additional indebtedness secured by this mortgage and, at the election of the Mortgagee, shall be forthwith due and payable together with interest thereon at the highest rate for which it may then be lawful to contract, and shall be added to and included in the principal mortgage indebtedness. It shall not be obligatory upon the Mortgagor to inquire into the validity of any lien, encumbrance or claim in advancing moneys in that behalf, as herein authorized, but nothing herein contained shall be construed as relieving the Mortgagor to advance any moneys for that purpose, nor to any act hereunder, nor shall the Mortgagor incur personal liability because of anything it may do or omit to do hereunder.

(9) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagor may, without notice to the Mortgagee, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured and any deposits hereunder in the same manner as with the Mortgagor.

(10) That in the event of the assignment of and if default be made in performance of any covenant herein contained or in making any payment under any obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or claim upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of creditors, or if the Mortgagor or Mortgagor's property be placed under control of or in custody of any judicial or judicial body, or if the Mortgagor abandons any of said property or conveys the same without first obtaining the written consent of the Mortgagee, then and in any of said events the Mortgagee is hereby authorized and empowered at its option and without impairing the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, without notice to declare all sums secured hereby immediately due and payable, whether or not such default has occurred by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage.

(11) That if the time or terms of payment of the whole or any portion of the obligation secured hereby be extended or modified by the Mortgagee, the Mortgagor and successor in interest of any person or persons hereafter issuing as the payment of any part thereof, shall be held hereby to waive notice and consent to such extensions and modifications and shall, notwithstanding such extension or modification, continue to be bound to said Mortgagee, and shall pay the same of the terms herein contained in any such extension or modification agreements, it being the intention hereof that the liability of the Mortgagor, sureties and guarantors shall, under all circumstances whatsoever, continue in its original force until said obligation and the interest thereon and any advancements that may be made by the Mortgagee, as herein authorized, are paid in full.

(12) That upon the commencement of any foreclosure proceedings hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under the Mortgagor, and without regard to the then value of said premises or whether the same shall or shall not be occupied by the owners of the equity of redemption, appoint one or more persons with power to receive, collect and disburse the rents and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and

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rate as described in the Note secured hereby whether such sum shall have been paid or advanced at the date hereof or at any time hereafter. Mortgagor further agrees to repay the indebtedness secured by the prior mortgages on said property as agreed. Failure to repay said indebtedness shall result in a default under this loan.

(2) To pay when due all taxes and assessments levied against said property or any part thereof under any existing or future law, and to deliver receipts of such payments to the Mortgagee promptly upon demand.

(3) Until said indebtedness is fully paid, or in case of foreclosure until the expiration of the period of redemption, to keep the improvements now or hereafter on said premises insured for the full insurable value against damage by fire, tornado or other hazards, as the Mortgagee may require and in companies approved by its directors; and to pay or provide for payment of premiums on such insurance in any manner Mortgagee may request. Such insurance policies shall remain with the Mortgagee during all periods or periods, and contain the usual clause making them payable to the Mortgagee, and in case of foreclosure sale payable to the name of the certificate of sale and thereafter to the holder of any master's deed issued pursuant to such certificate of sale. In case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and in such case, the Mortgagor covenants to sign, upon demand, all receipts, checks and releases required to be obtained by the insurance company.

(4) To covenant not to suffer no waste of such property, and to maintain the same in good condition, and to pay promptly all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien of mechanics or subcontractors shall attach to said property; and to suffer or permit no unlawful use of no any structure to exist upon said property; not to weaken, diminish or impair the value of said property or the security intended to be afforded by virtue of this mortgage by any act or omission to act to appear in and defend any proceeding which, in the opinion of the Mortgagee, affects its security hereunder; and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage.

(5) Not to permit or suffer without the written permission or consent of the Mortgagee being first had and obtained, the use of said premises for the manufacture, sale or dispensing of alcohol or alcoholic beverages, or any use of said property for a purpose other than that for which the same is now used or represented to be used; and not to permit any alterations, additions to, demolition or removal of any of the improvements now or hereafter upon said property, nor a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof.

(6) To provide for payment of taxes, assessments and insurance premiums the Mortgagor shall deposit with the Mortgagee on each monthly payment date an amount equal to one-twelfth of the annual taxes and assessments levied against said premises and one-twelfth the annual premiums of all such insurance, as determined by the amount of the last available bills. As taxes and assessments become due and payable and as insurance policies expire, or premiums thereon become due, the Mortgagee is authorized to use such deposits for the purpose of paying taxes or assessments, or renewing insurance policies or paying premiums thereon, and in the event any deficit shall exist in the amount of such deposits, the Mortgagor agrees to pay any difference forthwith.

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Obligation secured hereby and the compiled financial statements relative to the real estate described herein prepared by an independent certified public accountant and certified by the Guarantors to be complete and correct and the U.S. income tax returns and any and all related business statements Mortgagee may require.

(10) The amount due hereunder may be accelerated at the option of Mortgagee if the premises specifically described in this Mortgage or any portion thereof is abandoned, vacated or left unattended by the Mortgagor or the Guarantors of the Obligation secured hereby.

(11) The Mortgagor, and each Guarantor hereof shall provide within a reasonable time not to exceed Thirty (30) days, receipt of any such knowledge to Mortgagee, all information on any incident which may cause a material adverse change in the financial condition of Mortgagor, any Guarantor or any affiliate of any such Mortgagor or Guarantor. Information as used herein shall include, but not be limited to changes in financial condition, claims, lawsuits, bankruptcies, tax assessments and/or death.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in its proper corporate name by its proper corporate officers, duly authorized, and its corporate seal to be hereunto affixed, all on the 12th day of June, 1989.

Citywide Building Maintenance, Inc.

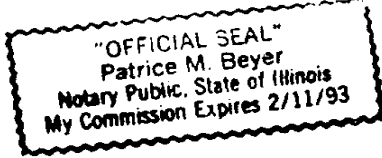
By: *[Signature]* ASSISTANT SECRETARY

STATE OF ILLINOIS, ss.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the State of Illinois, do hereby certify that *Peter T. Battista* Secretary of said Company, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they executed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth, and that *Peter T. Battista* Secretary of said Company, did at the time of the execution of the corporate seal of said Company, did at the time of the execution of said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of June, 1989.

[Signature]



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and costs, interest and profits, when collected, either before or after any foreclosure sale, may be applied toward the payment of the indebtedness, or any deficiency thereof, costs, taxes, interest, or other items necessary for the protection and preservation of the property, including the expenses of such foreclosure and upon foreclosure and sale of said premises, there shall first be paid out of the proceeds of such sale a reasonable sum for plaintiff's attorney's fees and also all expenses of advertising, selling and conveying said premises, and all moneys advanced, together with interest thereon as herein provided, for any taxes or other liens or assessments, outlays for documentary evidence, stenographer's charges, all title costs, notarial fee, and cost of preparing or completing an abstract of title, guarantee policy or Title Insurance Certificate showing the whole title to said premises, and including the cost of recording and distribution of title, there shall next be paid the principal indebtedness, whether or not payable by the borrower or guarantor, and the interest due thereon up to the time of such sale, and the overplus, if any, shall be returned to the borrower. It shall not be the duty of the plaintiff to secure the property from the purchase money, or cause of payment of said indebtedness, or the preparation or filing of any suit, and in the entry of any judgment or decree, a reasonable and lawful lawyer's fee and of the time of such payment shall be allowed, which together with any moneys for continuation of evidence of title, court costs and stenographer's charges, and expenses of such proceedings, shall be additional indebtedness hereby secured.

(10) That each right, power and remedy herein conferred upon Mortgagee or cumulatively with every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or a new obligation shall in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding on the borrower, heirs, executors, administrators, successors and assigns of the Mortgagee and Mortgagee.

(11) The amount due hereunder may be accelerated at the option of the Mortgagee if the premises specifically pledged under this Mortgage are conveyed, sold or transferred in any manner, including but not limited to deed, assignment, or sale of Article of Agreement without prior written acknowledgment of the Mortgagee; prepayment by the Mortgagee to be made without penalty.

(12) The amount due hereunder may be accelerated at the option of the Mortgagee if there is filed by or against Mortgagee, Guarantors, or any affiliate or subsidiary of any such Mortgagee or the borrower a petition in bankruptcy or insolvency or for reorganization or for the benefit of creditors unless within thirty (30) days after such occurrence the proceeding is discontinued.

(13) Without Mortgagee's written consent thereto, which will not be unreasonably withheld, neither the Mortgagee nor the Guarantors hereof may pledge as collateral security for any other loans obtained by either of them any of the collateral described herein.

(14) The Mortgagee hereby waives any and all rights of statutory redemption to the real estate described herein upon a foreclosure of the Mortgage.

(15) The Mortgagee hereby agrees to provide or cause to be provided to Mortgagee upon Mortgagee's reasonable request, one or more personal financial statements of Mortgagee's term and the full individual income tax returns of all Guarantors of the

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