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(v) Prior to any change in the amount of the payments hereunder, the holder of the note shall send written notice via regular U.S. Post to the maker of this note, which notice shall include the information required by law and the title and telephone number of the holder of

(iv) The new interest rate shall become effective on each quarterly payment thereafter and shall remain in effect until said amount is again changed or the note is fully repaid.

(iii) Prior to each change date, the holders of the note shall determine any change in the interest rate, and shall calculate the amount of the difference, if any, between the current index and the original index. In the event that the current index exceeds the original index, the holder of the note may add the difference to the original index. In the event that the current index is less than the original index, the holder of the note shall subtract the difference from the original index. The new rate shall be the original index plus or minus the current index difference. Upon any change in the interest rate, the holder of the note shall revise the quarterly interest payment on the note to the extent sufficient to repay the outstanding interest balance in full on June 26, 1994 (Maturity Date) at the new interest rate in substantially equal payments.

(ii) Changes in the interest rate shall be based upon changes in the "Index". The Index shall be One and one half (1 1/2) percent above the Money Center Bank prime rate as published from time to time in the Wall Street Journal and is currently calculated at 12.50%. (Hereinafter referred to as the "Original Index")

(i) The interest rate may be adjusted by the holders of the note on any day the Money Center Bank prime rate changes, each such date being hereinafter referred to as the "change date".

Changes in the interest rate shall be based upon changes in the "Index". The Index shall be One and one half (1 1/2) percent above the Money Center Bank prime rate as published from time to time in the Wall Street Journal and is currently calculated at 12.50%. (Hereinafter referred to as the "Original Index")

Said note provides for changes in the interest rate and in the amount of the installment payments due thereon in the following manner:

Said note provides for changes in the interest rate and in the amount of the installment payments due thereon in the following manner:

payable no later than June 26, 1994.

rate installment note, plus accrued interest, shall be due and payable no later than June 26, 1994.

principal balance (if any) remaining unpaid on said adjustable rate installment note, plus accrued interest, shall be due and payable no later than June 26, 1994.

unpaid at the "Initial rate of interest" of 12.50%. The 1989 on the balance of principal remaining from June 26, 1989 promise to pay the said principal sum and interest from June 26, Mortgagee and delivered, in and by which said note the Mortgagee evidenced by one certain adjustable rate installment note of the Seventy-four Thousand and no/100 Dollars (\$74,000.00)

referred to as holders of the note, in the principal sum of described, said legal holder or holders being herein after holders of the adjustable rate installment note hereinafter THAT, WHEREAS the Mortgagee are justly indebted to the legal Illinois (Hereinafter referred to as "Mortgagee") witnesseth: to as "Mortgagee", and The Lemont National Bank, Lemont, Trust Agreement #72-19670 dated 12/25/86, (Hereinafter referred between Heritage First National Bank of Lockport as Trustee under THIS INDENTURE, MADE THIS 26th day of June, 1989, by and

ADJUSTABLE RATE MORTGAGE

THE LEMONT NATIONAL BANK
310 MAIN STREET
LEMONT, ILLINOIS 60439

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1989 JUL 17 AM 10:56

COOK COUNTY CLERK
FILED FOR RECORD

PREPARED BY AND MAIL TO:

22-20-405-012-000
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22-20-405-013-000

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Beginning at a point on the South side of the Illinois and Michigan canal in the center of the road bridge over said canal running thence North 68 degrees East along the South line of said canal 331.75 feet; running thence South 22 degrees East 178 feet; running thence South 68 degrees West parallel to the South line of said canal 331.75 feet more or less to the center of road (called Stephens Street); running thence North 22 degrees West on center of the road or street aforesaid, 178 feet more or less to the point of beginning, in Cook County, Illinois.

Beginning at a point on the South side of the Illinois and Michigan Canal in the center of the road bridge over said canal; running thence North 68 degrees East along the South line of said canal 462 feet; running thence South 22 degrees East 178 feet; running thence South 68 degrees West parallel to the South line of said canal to the center of said road or street; running thence North 22 degrees West through the center of said street, to the point of beginning, (excepting from the above described premises that part thereof described as follows:

That part of the West half excepting the East 20 feet of the Southeast Quarter of Section 20, Township 37 North, Range 11 East of the Third Principal Meridian, described as follows:

Parcel 2

Lot 1 and Lot 4 in Bevington's Addition to the Town of Athens, a resubdivision of Block 2 of Singer and Talcott's second addition to Lemont a subdivision in Section 20, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 1

NOW, THEREFORE, Mortgagor, to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, and of the agreements herein contained by Mortgagor to be performed, does by these presents MORTGAGE, GRANT, REMISE, RELEASE AND CONVEY unto Mortgagee, the successors and assigns, the following described real estate and all its estate, right, title and interest therein situated, lying and being in the County of Cook, State of Illinois, to wit:

All payments on account of the indebtedness evidenced by said adjustable rate installment note (Hereinafter referred to as "note") shall be applied first to costs of collection then to accrued and unpaid interest on the unpaid principal balance and the remainder, if any, to unpaid principal. All payments on account of the indebtedness evidenced by said note shall be paid at such place as the holder of said note may from time to time in writing appoint, and in the absence of such appointment, then at the office of The Lemont National Bank, 310 Main Street, Lemont, Illinois, 60439.

the note who can answer questions about the notice. Non-receipt of this notice by the maker shall not preclude the holder from making such payment and interest rate changes.

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1. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, etc. Mortgagee shall: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed to substantially the same character as prior to such damage or destruction; (b) keep said Premises in good condition and repair, without waste, and free from mechanics' liens or other liens or claims for lien; (c) immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof (no such superior lien, except for taxes which are a lien but are not yet payable, to be permitted hereunder), and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (e) comply with all requirements of law, municipal ordinances, and covenants, easements and restrictions of record with respect to the Premises and the use thereof; (f) make no alterations in said Premises without Mortgagee's written consent which will not be unreasonably withheld; (g) suffer or permit no change in the general nature of the occupancy of the Premises, without Mortgagee's written consent; (h) initiate or acquiesce in no zoning reclassification or variance without Mortgagee's written consent; (i) pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of said Note. As used in this paragraph and elsewhere in this Mortgage, the term "indebtedness" shall mean

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

TO HAVE AND TO HOLD the Premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth

conveyed and mortgaged hereby. be for the purposes of this Mortgage deemed to be real estate and by law, to form a part and parcel of the real estate, and shall understood, agreed and declared, to the maximum extent permitted where otherwise hereinabove specified) and all rights hereby personal and mixed, whether affixed or annexed or not (except of the land, estate and property hereinabove described, real, to exclude any items of property not specifically mentioned. All Premises, it being understood that the enumeration of any which relate to the use, occupancy, and enjoyment of the foregoing): all fixtures, apparatus, equipment and articles controlled, and ventilation including (without restricting the waste removal, refrigeration (whether single units or centrally gas air conditioning, water, light, power, sprinkler protection, articles now or hereafter thereon or thereon used to supply heat, fixtures partitions, attached floor covering, now or hereafter doors and windows, stoves and ranges, refrigerators, curtain shades, awnings, venetian blinds, screens, screen door, storm and on a party with said real estate and not secondarily), all as Mortgagee may be entitled thereto (which are pledged primarily issues and profits thereof for so long and during all such times fixtures and appurtenances thereto belonging, and all rents, TOGETHER with all improvements, tenements, easements, hereinafter described, is referred to herein as the "Premises";

and commonly known as NWC Talcott Ave & Holmes Street and 439 Talcott Avenue, Lemont, Illinois which, with the property

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and include the principal sum evidenced by said Note, together with all interest, and all other sums at any time secured by this Mortgage.

2. Payment of Taxes and Other Charges. The Mortgagee shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the Premises or any part thereof, without any deduction or abatement, not later than ten (10) days before the date on which such taxes, water and sewer rents, claims and liens commence to bear interest or penalties, and not later than such dates, shall produce to the Mortgagee receipts for the payment thereof in full and shall pay every other tax, assessment, claim, lien or encumbrance which may at any time be or become a lien upon the Premises prior to the lien of this Mortgage; provided, however, that if the Mortgagee shall in good faith, and by proper legal action, contest any such taxes, claims, liens, encumbrances, or other charges, or the validity thereof, and shall have established on its books, or by deposit of cash with the Mortgagee (as the Mortgagee may elect), a reserve for the payment thereof in such amount as the mortgagee may require, then the Mortgagee shall not be required to pay the same, or to produce such receipts, during the maintenance of said reserve and as long as such contest operates to prevent collection, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Mortgagee.

3. Insurance. Until the indebtedness secured hereby is fully paid, all buildings and improvements upon the Premises and all fixtures, equipment and property therein contained or installed shall be kept continuously insured against loss and damage by such hazards, casualties and contingencies in such amounts and for such periods as may from time to time be required by Mortgagee. All insurance shall be written in standard policies and by insurance companies approved by Mortgagee having a Best's rating of at least A:XIII. All policies of insurance and renewals thereof shall have attached thereto standard noncontributory mortgage clauses acceptable to Mortgagee, which shall provide that such coverage cannot be terminated as to Mortgagee, except upon thirty (30) days written notice. At Mortgagee's option all policies shall, with all premiums fully paid, be delivered to Mortgagee as issued at least thirty (30) days before the expiration of old policies and shall be held by Mortgagee until all sums hereby secured are fully paid. In case of sale pursuant to a foreclosure of this Mortgage or other transfer of title to the Premises and extinguishment of the indebtedness secured hereby, complete title to all policies held by Mortgagee and to all prepaid or unearned premiums thereon shall pass to and vest to the purchaser or grantee. Mortgagee shall not, by reason of accepting, rejecting, approving or obtaining insurance, insure any liability for payment of losses. Without in any way limiting the generality of the foregoing, Mortgagee covenants and agrees to maintain insurance coverage on the Premises to include:

- (1) fire and extended coverage insurance (including vandalism and malicious mischief) for an amount equal to the greater of the unpaid principal amount from time to time secured hereby or the full replacement cost of the improvements to the Premises. If at any time a dispute arises with respect to replacement cost, Mortgagee agrees to provide at Mortgagee's expense an insurance appraisal prepared by an insurance appraiser approved by Mortgagee establishing the full replacement cost in a manner satisfactory to the insurance carrier.
- (2) Comprehensive General Public Liability and Property Damage Insurance for an amount not less than \$300,000.00 Dollars (\$300,000.00) combined single limit for claims arising from any accident or occurrence in or upon the Premises.

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6. Observance of Lease Assignment. As additional security for the payment of the Note secured hereby and for the faithful performance of the terms and conditions contained herein, Mortgagee, as landlord, has assigned to the Mortgagee all of its rights, title and interest as landlord in and to all leases of the Premises, and the rents, issues and profits therefrom.

5. Stamp Tax. If, by the laws of the United States of America, or of any state having jurisdiction over Mortgagee, any tax is due or becomes due in respect of the issuance of the Note hereby secured, Mortgagee agrees to pay such tax in the manner required by any such law. Mortgagee further covenants to reimburse the Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any tax on the issuance of the Note secured hereby.

4. Adjustment of Losses With Insurer and Application of Proceeds of Insurance. In case of loss or damage by fire or other casualty, Mortgagee is authorized: (a) to settle and adjust any claim under insurance policies which insure against such risks; or (b) to allow Mortgagee to agree with the insurance company or companies on the amount to be paid in regard to such loss. In either case, Mortgagee is authorized to collect and receipt for any such insurance money. Such insurance proceeds shall, at the option of the Mortgagee, either be applied in reduction of the indebtedness secured hereby, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagee for the cost of the rebuilding or restoration of buildings or improvements on said Premises. The buildings and improvements shall be so restored or rebuilt to us to be of at least equal value and substantially the same character as prior to such damage or destruction. In any case, where the insurance proceeds are made available for rebuilding and restoration, such proceeds shall be disbursed upon the disbursing party being furnished with satisfactory evidence of the estimated cost of completion thereof and with architects' certificates, waivers of lien, contractors' and subcontractors' sworn statements, title continuations and other evidence of cost and payments so that the disbursing party can verify that the amounts disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanics' lien claims. No payment made prior to the final completion of the work shall exceed fifty percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party shall be at least sufficient to pay for the cost of building or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto. No interest shall be allowed to Mortgagee on any proceeds of insurance held by Mortgagee.

Mortgagee shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon under a standard mortgage clause acceptable to Mortgagee. Mortgagee shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the policy or policies of such insurance.

- (iii) Flood insurance whenever in the opinion of Mortgagee such protection is necessary and is available.
- (iv) Sprinkler insurance, and boiler and machinery insurance, if applicable.

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In the event of the enforcement by Mortgagee of the remedies provided for by law or by this Mortgage, the Lessee under each lease of the Premises shall, at the option of the Mortgagee, as a result of such enforcement and shall recognize such successor in interest as landlord under such lease without change in the terms or other provisions thereof, provided however, that said successor in interest shall not be bound by any covenant of rent

Mortgagee will not permit any lease of the Premises or any part thereof to become subordinate to any lien other than the lien thereof.

Nothing in this Mortgage or in any other documents relating to the loan secured hereby shall be construed to obligate Mortgagee, expressly or by implication, to perform any of the covenants of Mortgagee as landlord under any of the leases assigned to Mortgagee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Mortgagee agrees to perform and pay.

(vi) exercise within seven (7) days of any demand therefore by Mortgagee any right to request from the lessee under any lease of the Premises a certificate with respect to the status thereof.

(v) furnish Mortgagee, within seven (7) days after a request by Mortgagee so to do, a written statement containing the names of all lessees, terms of all leases of the Premises, including the spaces occupied and the rentals payable thereunder; and

(iv) transfer and assign to Mortgagee upon written request of Mortgagee, any lease or leases of the Premises hereafter entered into, and make, execute and deliver to Mortgagee upon demand, any and all instruments required to effectuate said assignment;

(iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with such leases or the obligations, duties or liabilities of landlord or of the lessees thereunder;

(ii) enforce and secure the performance of all of the covenants, conditions and agreements of such leases on the part of the lessees to be kept and performed, but Mortgagee shall not modify, expend, terminate or accept surrender of any lease without the prior written consent of Mortgagee;

(i) at all times properly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all leases of the Premises, on the part of the landlord thereunder to be kept and performed;

Mortgagee at its sole cost and expense will:

All leases are subject to the approval of Mortgagee as to form content and tenants. Without limiting the generality of the foregoing, Mortgagee will not, without Mortgagee's prior written consent, make any lease of the Premises except for actual occupancy by the lessee thereunder. Without limiting the right of Mortgagee to approve the form and content of each future lease, each future lease shall require the tenant thereunder, or such tenant shall otherwise agree, to notify Mortgagee of any default on the part of the landlord thereunder which default the tenant proposes to cure and deduct the cost thereof from rentals or use as a basis of cancellation, and permit Mortgagee a reasonable time in which to cure any such default prior to the exercise by the tenant of any such right.

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9. Mortgagee's Performance of Defaulted Act. In case of default herein, Mortgagee may, but need not, and whether electing to declare the whole of the indebtedness due and payable or not, and without waiver of any other remedy, make any payment or perform any act herein required of Mortgagee 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 thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment or cure any default of landlord in

of such notice. to be and become due and payable thirty (30) days from the giving the Mortgagee, to declare all of the indebtedness secured hereby such event, Mortgagee may elect, by notice in writing given to interest beyond the maximum amount permitted by law, then and in the making of such payment might result in the imposition of that it be unlawful to require Mortgagee to make payments; or (b) assessments, or reimburse Mortgagee therefor; provided, however, Mortgagee, upon demand by Mortgagee, shall pay such taxes or hereby or the holders thereof, then, and in any such event, of taxes, so as to affect this Mortgage or the debt secured Mortgagee's interest in the Premises, or the manner of collection of taxes, or changing in any way the laws relating to the assessments or charges or liens herein required to be paid by upon Mortgagee the payment of the whole or any part of taxes or Land for the purpose of taxation any lien thereon, or imposing which the Premises are located deducting from the value of the event of the enactment after this date of any law of the state in 8. Effect of Changes in Laws Regarding Taxation. In the

additional security. variation, release, waiver, failure to exercise, or the taking of reserved by the Mortgagee, notwithstanding such extension, right of recourse against all such persons being expressly lien and all provisions hereof shall continue in full force, the or the taking of additional security, and their liability and the such extension, variation, release, waiver, failure to exercise hereafter liable for the payment of the indebtedness, or any part to secure the payment hereof, all persons now or at any time or in the Note secured hereby, or in any other instrument given Mortgagee waives or fails to exercise any right granted herein, additional security for the payment of the indebtedness, or if the indebtedness is released, or if any person or entity liable for the payment of any part of any security for the payment of the indebtedness be indebtedness or any part thereof, be extended or varied, or if 7. Effect of Extensions of Time. If the payment of said

Mortgagee shall have the option to declare this Mortgage in default because of a default of landlord in any lease of the Premises, whether or not such default is cured by Mortgagee pursuant to the right granted herein. It is covenanted and agreed that a default under any Assignment of Leases executed pursuant to this Paragraph 6 or otherwise shall constitute a default hereunder on account of which the whole of the indebtedness secured hereby shall at once, at the option of the Mortgagee, become immediately due and payable without notice to the Mortgagee.

or additional rent for more than one month in advance or any amendment or modification to any lease without the consent of Mortgagee or said successor in interest. Each lessee, upon request by said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment.

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any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax referred to in Paragraph 5 or to protect the Premises or the Lien hereof, shall become immediately due and payable without notice and with interest thereon at the rate equal to the Default Rate made reference to in the Note secured hereby. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagee.

10. Acceleration of Indebtedness in Case of Default. If:

(a) default be made in the due and punctual payment of the Note secured hereby, or any payment due in accordance with the terms thereof, either of principal or interest; or (b) the Mortgagee, of the Note secured hereby shall file a petition in voluntary bankruptcy or under Chapter 7, 11 or 13 of the Federal Bankruptcy Act or any similar law, state or federal, whether not or hereafter existing, or any answer admitting insolvency or inability to pay its debts; or (c) the Mortgagee, of the Note secured hereby, shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Mortgagee, or for all of the property of Mortgagee or a substantial part thereof in any involuntary proceeding or any court shall have taken jurisdiction of the property of the Mortgagee, of the Note secured hereby, a substantial part thereof, in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Mortgagee of the Note secured hereby; or (d) Mortgagee of the Note secured hereby, shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver, trustee, custodian or liquidator (other than by way of probate proceedings) of all its property or a substantial part thereof; or (e) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinafter contained, or performed or observed by Mortgagee or (f) default shall be made in the due observance or performance of any of the covenants, agreements or conditions contained, required to be kept or observed by Mortgagee or any other instrument given to secure the payment of the Note secured hereby; or (g) if at any time or times hereafter any representation, warranty, statement or report or certificate made now or hereafter made by Mortgagee is not true or correct, or (h) if all or a substantial part of the property of Mortgagee is attached, seized, or subjected to a writ or distress warrant, or a writ levied upon, or coming to the possession of any custodian, receiver, trustee or assignee for the benefit of creditors; or (i) an order be entered in a court of competent jurisdiction against Mortgagee to restrain or enjoin or if any of them are restrained or enjoined or in any way prevented by court order from conducting all or a substantial part of their business affairs; (j) if a notice of lien, levy or assessment is filed of record with respect to all or any part of the assets of Mortgagee or any guarantors by the United States of America or any department thereof of the State of Illinois; then and in every such case the whole of the indebtedness hereby secured shall, at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagee. If, while any insurance proceeds or condemnation awards are being held by Mortgagee to reimburse Mortgagee for the cost of rebuilding or restoration of buildings or improvements on the Premises, as set forth in Paragraphs 4 or 5 hereof, Mortgagee shall be or become entitled to, and shall accelerate the indebtedness secured hereby, then and in such event, Mortgagee shall be entitled to apply all such insurance proceeds and condemnation awards then held by it in reduction of the indebtedness hereby secured and any excess held by Mortgagee over the amount of indebtedness then due hereunder shall be returned to Mortgagee or any party entitled thereto without

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(a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which

the net income in his hands in payment in whole or in part of: The court from time to time may authorize the receiver to apply and operation of the premises during the whole of said period. In such cases for the protection, possession, control, management and profits, and all other powers which may be necessary or are usual receiver, would be entitled to collect such rents, issues and times when Mortgage, except for the intervention of such whether there be redemption or not, as well as during any further deficiency during the full statutory period of redemption, pendency of such foreclosure suit, and in case of a sale and collect the rents, issues and profits of said Premises during the appointed as such receiver. Such receiver shall have power to and the Mortgage hereunder or any holder of the Note may be whether the same shall be then occupied as a homestead or not, insolventcy of Mortgage at the time of application for such sale, without notice, without regard to the solvency or Premises. Such appointment may be made either before or after in which such complaint is filed may appoint a receiver of said the filing of a complaint to foreclose this Mortgage, the court 13. Appointment of Receiver. Upon, or at any time after

any party entitled thereto as their rights may appear. interest remaining unpaid on the Note; and third any overplus to with interest thereon as herein provided and all principal and secured indebtedness additional to that evidenced by the Note, all other items which, under the terms hereof, constitute items as are mentioned in the preceding paragraph hereof; second, foreclosure proceedings, including but not limited to all such first, on account of all costs and expenses incident to the distributed and applied in the following order or priority: proceeds of any foreclosure sale of the Premises shall be 12. Application of Proceeds of Foreclosure Sale. The

shall be secured by this Mortgage. the Default Rate made reference to in the Note secured hereby and payable by Mortgage, with interest thereon at a rate equal to threatened suit or proceeding shall be immediately due and preparations for the commencement or defense of any proceeding or limited to appellate, probate and bankruptcy proceedings, or in this Mortgage, said Note or said Premises, including but not employed by Mortgage, including the fees of any attorneys nature in this paragraph said Premises and the maintenance of the value of the Premises. All expenditures and expenses of the pursuant to such decree the true condition of the title to or the suit or to evidence to bidders at any sale which may be had Mortgage may deem reasonable necessary either to prosecute such and similar facts and assurances with respect to the title as and examinations, title insurance policies, Torrens Certificates (decree) or procuring all such abstracts of title, title search be estimated as to items to be expended after entry of the stenographers' charges, publication costs, and costs (which may incurred by or on behalf of Mortgage for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, for sale all expenditures and expenses which may be paid or be allowed and included as additional indebtedness in the decree thereof. In any suit to foreclose the lien thereof, there shall right to foreclose the lien hereof for such indebtedness or part whether by acceleration or otherwise, Mortgage shall have the ness hereby secured, or any part thereof, shall become due, 11. Foreclosure: Expense of Litigation. When the indebted-

interest. Anything herein to the contrary not withstanding Mortgage shall not accelerate the Note secured hereby unless and until notice of default not be cured within seven (7) days of said notice.

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may be or become superior to the lien hereof or of such decrees, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

14. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or there after any other right, power or remedy, and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver or any default or acquiescence therein.

15. Mortgagee's Right of Inspection. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

16. Condemnation. Mortgagee hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or make said proceeds available to reimburse Mortgagee for the costs of the rebuilding or restoration of the building or improvements on said premises, such proceeds shall be made available for restoration or rebuilding of the Premises. In the event that Mortgagee elects to make said proceeds available to reimburse Mortgagee for the costs of the rebuilding or restoration of the building or improvements on said premises, such proceeds shall be made available for the cost of rebuilding or restoration of the building or improvements on said premises, and under the conditions that Mortgagee may require. The buildings and improvements shall be restored or rebuilt in accordance with plans and specifications to be submitted to and approved by Mortgagee. If the proceeds are made available by Mortgagee to reimburse Mortgagee for the cost of said rebuilding or restoration, any surplus which may remain out of said award after payment of such cost or rebuilding or restoration shall at the option of Mortgagee be applied on account of the indebtedness secured hereby or be paid to any party entitled thereto. No interest shall be allowed to Mortgagee on the proceeds of any award held by Mortgagee.

17. Release Upon Payment and Discharge of Mortgagee's Obligations. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby including the payment of a reasonable fee to Mortgagee for the execution of such release.

18. Giving of Notice. Any notice which either party hereto may desire or be required to give to the other party shall be deemed proper if it is in writing and deposited with the United States Postal Service, first class, certified or registered mail, postage prepaid, and addressed to the Mortgagee at: Heritage First National Bank of Lockport, 800 S. State Street, Lockport, Illinois 60441, or to the Mortgagee at: The Lemont National Bank, 310 Main Street, Lemont, Illinois 60439, or at such other place as any party hereto constitute service of notice hereunder.

19. Waiver of Defense. 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 hereby secured.

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24. Security Agreement. Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Illinois Uniform Commercial Code (hereinafter in this paragraph referred to as the "Code") with respect to all sums on deposit with the Mortgagee pursuant to Paragraphs 4 and 16 hereof ("Deposits") and with respect to any property included in the definition herein of the word "Premises," which property may not be deemed to form a part of the real estate as hereinabove described or may not constitute a "Fixture" (within the meaning of Section 9-313 of the Code), and all replacements of such property, substitutions for such property, additions to such property, and the proceeds thereof (said property and the replacements, substitutions and additions hereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral and the Deposits is hereby granted to the Mortgagee and the Deposits and all of Mortgagee's right, title and interest therein are hereby assigned to the Mortgagee, all to secure payment of the indebtedness and to secure performance by the Mortgagor of the terms, covenants, and provisions hereof. In the event of a default under this Mortgage, the Mortgagee, pursuant to the appropriate provisions of the Code, shall have the option of proceeding with respect to the Collateral in accordance with its rights and remedies with respect to the real property, in which event the default provisions of the Code shall

23. Business Purpose. The proceeds of the loan secured by this Mortgage will be used for the purposes specified in Paragraph 4 (1) (c) of Chapter 74 of the Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of said paragraph.

22. Filing and Recording Fees. Mortgagor will pay all filing, registration or recording fees and all expenses incident to the execution and acknowledgment of this Mortgage, and all federal, state, county, and municipal taxes and other taxes (but not income taxes of Mortgagee), duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of said Note and this Mortgage.

21. Furnishing of Financial Statements to Mortgagee. Mortgagor covenants and agrees that it will keep and maintain books and records of account, or cause books and records of account to be kept and maintained in which full true and correct entries shall be made of all dealing and transactions relative to the Premises and the operations of its business, which books and records of account shall, at reasonable times and on reasonable notice, be open to the inspection of Mortgagee and its accountants and other duly authorized representatives. Such books of record and account shall be kept and maintained either: (a) in accordance with generally accepted accounting practices consistently applied; or (b) in accordance with a cash basis or other recognized comprehensive basis of accounting consistently applied.

20. Waiver of Defense. Mortgagor shall not, and will not, apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor.

760072 (1/82)

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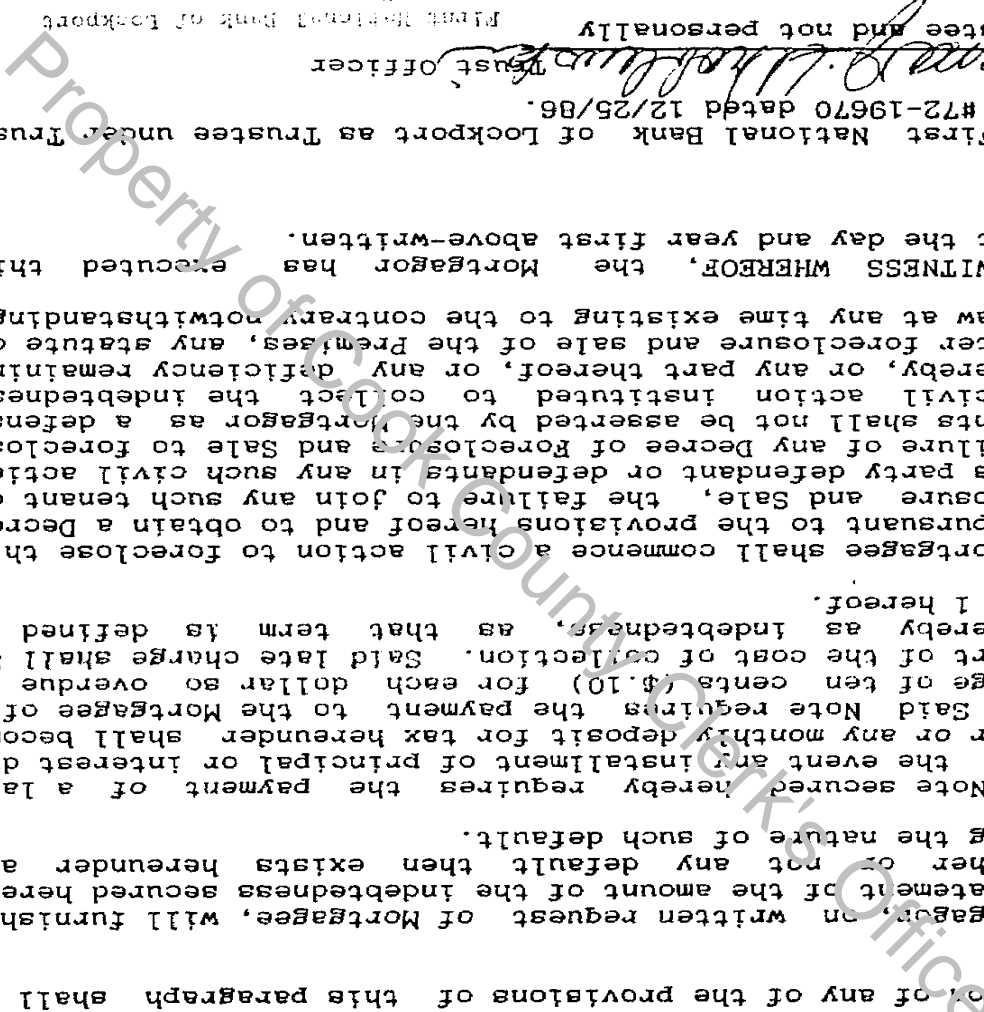
893232227

THIS INSTRUMENT IS SUBJECT TO THE
FIRST MORTGAGE DEED OF TRUST AND
MORTGAGE AND DEED OF TRUST
AGREEMENT #72-19670 DATED
12/25/86. THE OBLIGOR'S
OBLIGATION UNDER THIS INSTRUMENT
IS SUBJECT TO THE TERMS AND
CONDITIONS SET FORTH IN SAID
AGREEMENT.

Heritage First National Bank of Lockport as Trustee under Trust
Agreement #72-19670 dated 12/25/86.
By: James J. Whelan Trust Officer
An Trustee and not personally
First National Bank of Lockport
Heritage First National Bank of Lockport
Attest: Mina Devero Vice President

IN WITNESS WHEREOF, the Mortgagor has executed this
Instrument the day and year first above-written.
If Mortgagee shall commence a civil action to foreclose this
Mortgage pursuant to the provisions hereof and to obtain a Decree
of Foreclosure and Sale, the failure to join any such tenant or
tenants as party defendant or defendants in any such civil action
or the failure of any Decree of Foreclosure and Sale to foreclose
their rights shall not be asserted by the Mortgagor as a defense
in any civil action instituted to collect the indebtedness
secured hereby, or any part thereof, or any deficiency remaining
unpaid after foreclosure and sale of the Premises, any statute or
rule of law at any time existing to the contrary notwithstanding.
The Note secured hereby requires the payment of a late
charge in the event any installment of principal or interest due
thereunder or any monthly deposit for tax hereunder shall become
overdue. Said Note requires the payment to the Mortgagee of a
late charge of ten cents (\$.10) for each dollar so overdue to
defray part of the cost of collection. Said late charge shall be
secured hereby as indebtedness, as that term is defined in
Paragraph 1 hereof.

Mortgagor, on written request of Mortgagee, will furnish a
signed statement of the amount of the indebtedness secured hereby
and whether or not any default then exists hereunder and
specifying the nature of such default.
Mortgagor shall not by act or omission permit any building
or other improvement on Premises not subject to the lien of this
Mortgage to rely on the Premises or any part thereof or any
interest therein to fulfill any municipal or governmental
requirement, and Mortgagor hereby assigns to Mortgagee any and
all rights to give consent for all or any portion of the Premises
or any interest therein to be used. Similarly, no building or
other improvement on the Premises shall rely on any Premises not
subject to the lien of this Mortgage or any interest therein to
fulfill any governmental or municipal requirement. Mortgagor
shall not by act or omission impair the integrity of the Premises
as a single zoning lot separate and apart from all other
Premises. Any act or omission by Mortgagor which would result in
a violation of any of the provisions of this paragraph shall be
void.



760073 (182)

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Property of

Beginning at a point on the south side of the Illinois and Michigan Canal in the center of the road bridge over said canal running thence North 68 degrees East along the South line of said canal 331.75 feet; running thence South 22 degrees East 178 feet; running thence South 68 degrees West parallel to the South line of said canal 331.75 feet more or less to the center of road leading to said bridge (called Stephens Street); running thence North 22 degrees West on center of the road or street aforesaid, 178 feet more or less to the point of beginning, in Cook County, Illinois.

Beginning at a point on the South side of the Illinois and Michigan Canal in the center of the road bridge over said canal; running thence North 68 degrees East along the South line of said canal 402 feet; running thence South 22 degrees East 178 feet; running thence South 68 degrees West parallel to the South line of said canal to the center of said road or street; running thence North 22 degrees West through the center of said street, to the point of beginning, (excepting from the above described premises that part thereof described as follows:

That part of the West half excepting the East 20 feet of the Southeast Quarter of Section 20, Township 37 North, Range 11 East of the Third Principal Meridian, described as follows:

Parcel 2

Lot 1 and Lot 4 in Devington's Addition to the Town of Athens, a resubdivision of Block 3 of Singer and Talcott's second addition to Lemont a subdivision in Section 20, Township 37 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 1

760072 (192)

