89331907

NORTGAGE

\$16.

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THIS INDERTURE, made June 30 , 1989, between	
Commercial National Bank of Chicago as Trustee under Tru	ist # 770 dated 9/05/85
(herein referred t	o as 'Hortgagors"), and
BANK OF CHICAGO, a banking corporation organized under the laws of	the State of Illinois.
The state of the s	the sense of accurations
doing business in Chicago, Illinois, Lender, (herein referred to a	s "NortHollee"),
WITHESSETH	
THAT WHEREAS Mortgagors are justly indebted to Mortgagee as	authorized by a portable
Secured Business Note, of even date herewith executed by Nortg	agors and delivered to

NOW, THEREFORE, the cortagogors to secure the payment of said Note in accordance with its terms and the terms, provious and limitations of this Nortgage, and all extensions and renewals thereof, and for the further purpose of securing the payment of any and all abligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Nortgagor or any of them to the Nortgagee or to the holder of said Note or to the Assignce of the Nortgagee during the term of this mortgage, however created, incurred, evidenced, acquired or arising, whether under the Note or this mortgage or under any other instrument, obligation, contract or agreement of any and every kind now or hereafter existing or entered into between the Nortgagors or any of them and the flortgagee or otherwise and whether offset, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in any other agreements made by and between the parties levelin, and including all present and future indebtedness incurred or arising by reason of the guarantee to Hortgagee by Hortgagors or any of them of present and future indebtedness originally owing by Hortgagors or any of them to third parties and assigned by said third parties to Nortgagee, and any parties to Hortgagee, and any of the foregoing, and the performance of the covenants and agreements herein contained, by the Hortgagors to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is burby acknowledged, do by these presents mortgage and warrant to the Nortgagee, its success and assigns, the following described Real Estate in the County of Cook:

One Cook:

LOTS 3, 4, 5, 6, 7, 8 AND 9 IN BLOCK 65 IN NORTH WEST LAND ASSOCIATION SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RIGHT OF WAY OF NORTHWESTERN ELEVATED RAILROAD COMPANY) IN COOK COUNTY, ILLINOIS

PERMANENT TAX NOS. 13-13-125-002, AFFECTS LOT 3; 13-13-125-003; AFFECTS LOT 4; 13-13-125-004, AFFECTS LOTS 5 AND 6; 13-13-125-005, AFFECTS LOTS 8 AND 9

Commonly known as 4447 N. Kedzie, Chicago, Il.

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

TUGETHER with all improvements, tenements, essements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all

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such times as Hortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles how 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 Mortgagors do hereby expressly release and waive.

below among the things, require Hortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not pald by Hortgagors, the losts of such repairs, insurance, prior liens and taxes paid by Hortgagor constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of inturity of the Note and foreclosure hereof in case of default and for the allowance of Hortgagoe's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Hortgagors and those claiming through them.

In the event Hortgagors cell or convey the premises, or if the title thereto or any interest legal or equitable the sin shall become vested in any manner whatsoever in any other person or persons other than Hortgagors, or if Hortgagors is a trust in persons other than Hortgagors's beneficiarles, Hortgagee shall have the option of declaring immediately due and payable all unpoid balances on the Note and enforcing the provision of this mortgage with respect thereto to eas prior to such sale or conveyance Hortgagee shall have consented thereto in writing and the prospective purchasers or grantees shall have executed a written agreement in form secusfactory to the Hortgagee assuming and agreeing to be bound by the terms and conditions of fail Note and this Mortgage.

COVENANTS, CONDITIONS AND PROVISIONS:

Hortungers covenant and agree (1) to pay said indebtedness and the interest s, 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 . pennity attaches thereto all taxes, special taxes, special assessments, water charges, and - sever service charges against the premises (including close heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against sold premises shall be conclusively deemed void for the purpose of this requirement; (3) To keep the improvements now or hereafter upon sold premises insured against damage by fire, and such other hazards as the Mortgage may require to be insured against; and to provide liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, and in such form as shall be satisfactory to the Hortgago; such insurance policies shall remain with the Hortgagoe during said period or periods, and contain the usual clause satisfactory to the Hortgagee making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, wher of any deficiency, any receiver or redemptioner, or any grantee in a deed; and in case of loss under such policies, the Moragagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Hortgagora 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, vouchers and releases required of them to be signed by the Hortgagee for such purpose; and the Horrgagee 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 Hortgagee 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 premises for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, apparatus, fixtures or equipment now or hereafter upon

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said premises, (c) any purchase on conditional cale, lease or agreement under which titled is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said premises; (9) To pay the premiums on Hortgage Guaranty Insurance covering this mortgage when required by Hortgagee pursuant to its written commitment; and (10) To pay when due any indebtedness which may be secured by a lien or charge upon the premises, superior to the lien hereof, and upon receipt, exhibit satisfactory evidence of the discharge of such prior lien to Hortgagee.

- 2. In addition to any monthly payments of principal and interest payable under the terms of the Note and the discretion of Nortgagee, the Nortgagors agree to pay to the holder of the Note, when requested by the holder of the Note, such sums as may be specified for the purpose of establishing a reserve for the payment of premiums on policies of fire insurance and such other hazards as shall be required hureunder covering the mortgaged property, and for the payment of taxes and special assessments accruing on the property (all as estimated by the holder of the Note); such sums to be held by the holder of the Note); such sums to be held by the holder of the Note without any allowance for interest, for the payment of such premiums, taxes and pictal assessments provided that such request whether or not complied with shall not be construed to affect the obligations of the mortgagors to pay such premiums, taxes and special assessments, and to keep the mortgaged premises insured against loss or damage by fire an lightning. If, however, payments made hereunder for taxes, special assessments and avarance premiums shall not be sufficient to pay the amounts necessary as they become due, then the Nortgagors shall pay the necessary amount to make up the deficiency. If amounts collected for the purpose aforesaid exceed the amount necessary to make such payment, such excess shall be credited on subsequent payments for these purposes to be made by Nortgagor.
- J. Hortgagors agree that Hortgagoe may employ counsel for advice or other legal service at the Hortgagoe's of crection in connection with any dispute as to the debt hereby secured or the lien of this In counent, or any litigation to which the Hortgagoe may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagors to the Mortgagoe on demand, and if not paid shall be included in any decree or judgment as a part of said mortgage debt and shall include interest at the After Haturity Rate.
- 4. In case of default therein, Hortgagee may but need not, make any payment or perform any act herein required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, it any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any has sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees, and any other moneys advanced by Mortgagee in its discretion to protect the premises and the lien hereof, shall be so much additional individuous secured hereby and shall become immediately due and payable without notice and lith interest thereon at the After Haturity Rate. Inaction of Hortgagee shall never be considered as a waiver of any right according to it on account of any default hereunder the part of the Hortgagors.
- 5. Hortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- 6. At the option of the Hortgagee and without demand upon or notice to Hortgagors, all unpaid indebtedness secured by this Hortgage shall, notwithstanding mything in the Hote or in this Hortgage 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 Hortgagors herein contained.
- 7. In the event that Hortgagors or either of them (a) consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of Hortgagors' assets; or (b) be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy; or admit in writing their funbility 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 allegations of a petition filed against Hortgagors 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

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shall continue unstayed and in effect for any period of 30 consecutive days, the holder of the Note may declare the Note forthwith due and payable, whereupon the principal and interest account on the Note and all other sums hereby secured, shall become furthwith 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 money secured hereby had matured prior to its institution. Furthermore, if foreclosure proceedings should be instituted against the premises upon any other lien or claim, the Horgagee may at its option immediately upon institution of such suit or during the pendency thereof declare this Nortgoge and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclosure this Nortgage.

8. When the indebtedness hereby secured shall become due whether by demand, acceleration or otherwise, Nortgagee shall have the right to foreclose the Hen hereof, in any suit to foreclose the Hen hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Hortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Nortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to hidders at any sale which may be and pursuant to such decree the true condition of the title or the value of the premises. It 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 thereon at the After Maturity Rate, when paid or incurred by Hortgagee in connection with (a), any proceeding, including probate and bankruptcy proceedings, to which Mortgagee whall be a party, either as plaintiff, claimant or defendant, by reason of this Hortgage or any indebtedness hereby secured; or (b) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof whether 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 to menced.

The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of pricity: 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, al other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as berein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Hortgagors, their Males, legal representatives or assigns, as their rights may appear.

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

II. The Hortgagors will not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of, any stay or extension or moratorium law, any exemption from execution or sale of the premises or any part thereof, wherever enacted, now or at any time hereafter enforced, which may affect the terms and covenants or the performance of this Hortgage, not claim, take, of 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 Hortgagors hereby expressly unive all benefit or ndvantage 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 Hortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The fortgagors, for itself or themselves and all who may claim under it or them,

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unive, to the extent that it may invivily do so, all right to have the mortgaged property marshaled upon any foreclosure hereof.

12. No notion 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.

10. In case the premises, or any part thereof, shall be taken by condemnation, the Hortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all comdemnation compensation so received shall be forthwith applied by the Hortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Hortgagors or their assignee.

14. All avails, rents, issues and profits of the premises are pledged, assigned and transferred to the Hortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said premises, or any part thereof, whether said leave or agreement to written or verbal, and it to the Intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not accouded y and such pledge shall not be deemed merged in any foreclosure decrae, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before of after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed and advantageous to It, terminate or modify existing or future leases, collect sold avails, rents, insues and process, regardless of when earned, and use such measures whether legal or equitable as it may drem proper to enforce collection thereof, employ renting agents or other employees, niter or repair said premises, buy furnishings and equipment therefor when it deems necessary, prichase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise his powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the premises and on the income therefrom which lien is prior to the lien of any other indubtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every 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 aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personnm therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Hortgagee, in its sole discretion feels that there is no substantial uncorrected default in performance of the Hortgagors agreements herein, the Hortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Hortgagors any surplus income in its hands. The possession of Hortgagoe may continue until all indebtedness secured hereby is paid in full or until the celivery of a Deed pursuant to a decree foreclosing the lien hereof, but if no deed be fraued, then until the expiration of the statutory period during which it may be issued. Hor a gee shall, however, have the discretionary power at anytime to refuse to take or to abando a rossession of said premises without affecting the lien hereof. Hortgagee shall have al powers, if any, which it might have had without this paragraph.

15. In the event new buildings and improvements are now being or are to be erected or placed on the premises (that is, if this is a construction lean mortgage) and if fortgagors do not complete the construction of said buildings and improvements nccordance with the plans and specifications approved by Hortgagee, on or before thirty days prior to the due date of the first payment of principal, or 'I 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 Note secured by this Nortgage and interest thereon shall at once become due and payable, at the option of Hortgagee, and in the event of abandonment of work upon the construction of the sold buildings or improvements for the period of thirty days as sforesaid, Nortgagee may, of its option, also enter into and upon the mortgaged premises and complete the construction of the said buildings and improvements and moneys expended by Hortgages in connection with such completion of construction shall be added to the principal amount of and flote and secured by these presents, and shall be payable by flortgagors on demand, with interest at the After Naturity Rate. In the event Nortgagee shall elect to complete construction, Nortgagee 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 crection and completion of maid building or buildings, to make and enter into any contracts and obligations wherever necessary; either in its own name or in the name of thortgagors, and to pay and discharge all debts, obligations and liabilities incurred thereby.

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

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	and the payment of the reasonable fees of said
	hereof, shall extend to and be binding upon
	r through Mortgagors, and the word "Hortgagors" sons and all persons liable for the payment of
	er or not such persons shall have executed the
Hote or this Hortgage; and	
this instrument is c	xecuted by only one person or entity oil terms
13 as used herein shall be understood and appli	ed as if in their singular forms.
This Hortgage is executed by Commercia	al National Bank of Chicago
I not personally but as Trustee as aforesaid	I in the exercise of the power and outhority
	tee (and said Trustee, hereby varrants that it ecute this instrument), and it is expressly
! understood and agreed that nothing herein or	in said principal or interest notes contained
	ty on the sold Trustee personally to pay the y accrue thereon, or any indebtedness accruing
hereunder, or to perform any covenant elther	express or implied herein contained, all such
	by Second Party and by every person now or cunder, and that so far as First Party and its
successor and said tristee personally are co	oncerned, the legal holder or holders of said
	ner or owners of any indebteduess accruing hereby conveyed for the payment thereof, by
the enforcement of the iten hereby created	, in the manner herein and in sold principal
note, provided.	
IN WITHESS WHEREUF, Commercial National	Bank of Chicago , not
	a caused these presents to be algued by its corporate seal to be hereunto affixed and
	the day and year first above written.
7	
This Instrument is executed by COMMERCIAL NATIONAL BANK OF CHICAGO, not personally, but solely as Trustee.	X7/1/200
The second will the populationic and conditions to un per-	mist Officer
as addesaid. An the Charles and added to the control of the contro	The W &
tional pany of children by reason of any of the core	Assistant Trust Officer
nants, statements, representations or warrantles contained Title:	
STATE OF ILLINOIS) I, the undersig	mad
	ned a Notary Public, in and for said County, in the State aforesaid, Do Hereby
county of Cook) . Certify, that Jo of said Trustee, who are personally known t	seph G. Glab , and Cynthia S. Neil
subscribed to the foregoing instrument	ns such Trust Officer , and
Assistant Trust Officer respectively, op	peared before me to a day in person and the said instrument of their own free and
. voluntary act and as the free and voluntary a	et of said Trustee, for the wes and purposes
therein set forth; and the said Assistant Tr	ust Officer then and obere acknowledged
seal of said Trustee to said instrument as	ner own free and voluntary act and as the free
and voluntary act of sald Trustee for the use	a and purposes therein set forti
CIVEN under my hand and Notarial Seal this, a	Oth day of June A.D. 1989.
	MALA MILLA CONTRACTOR
	Notary
My	ocmmession expires 10-07-89
t 化化过去式和过去分词 化多合物 化氯合物 化二氯甲基氏 化含含 化 化 化 经 化 医 医 医 医 医 医 医 医 医 医 医 医 医 医 医	- serense e em con con con esta esta esta esta esta esta esta esta
Hall to:) BAHK OF CUICAGO	FOR RECORDERS INDEX PURPOSES INSERT STREET
1050 W. WILSON AVE.	ADDRESS OF ABOVE DESCRIBED PROPERTY HERE:
CHICAGO, IL 60640	4447 N. Kedzie, Chicago, Il.
B0X333	
	THIS DOCUMENT PREPARED BY:
Revised 11/85	Michael B. Dunkin
	Dank of Chicago, 1050 Wilson Avenue
l	Chicago, Illinois 60640