

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from

COVENANTS, CONDITIONS, DEFINITIONS AND PROVISIONS:

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses 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 Mortgageors do hereby expressly release and waive.

TOGETHER with a second and subordinated interest in all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgageor may be entitled hereto.

NOW, THEREFORE, the Mortgageor to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Second Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgageor to be performed and also in consideration of the sum of one dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, a second and subordinated interest in and to the Real Estate described in Exhibit A herein as well as of their estate, right, title and interest therein which, with the property hereinafter described on Exhibit A is referred to herein as the "premises."

THAT, WHEREAS, the Mortgageor is justly indebted to the Mortgagee upon the Mortgage Note of even date herewith, in the principal sum of FORTY THOUSAND AND NO/100THS DOLLARS (\$40,000.00) payable to the order of and delivered to the Mortgagee, in and by which note the Mortgageor promise to pay the said principal sum and interest at the rate and in installments as provided in said Note, with a final payment of the balance due on the 1st day of December 1995, and all of said principal and interest are made payable at such place as the holders of the Note may, from time to time, in writing appoint.

THIS INDENTURE, made this 7 day of August 1990, between N.A.C.K. Partnership, an Illinois General Partnership, herein referred to as "Mortgagor", and 400 Express, Inc., a Delaware corporation herein referred to as "Mortgagee," witnesseth:

SECOND MORTGAGE

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5. At such time as the Mortgagor is not in default either under the terms of the Note secured hereby or under the terms of this Mortgage, the Mortgagor shall have such privilege of making prepayments on the principal of said Note as may be provided in said Note.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the Note hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agrees to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Note secured hereby.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagees the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the premises, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse the Mortgagee thereof unless, however, in the opinion of counsel for the Mortgagee, (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount then permitted by law.

2. Mortgagor shall pay, when due, before any penalty attaches, all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises, when due, and shall, upon written request, furnish to the Mortgagees duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof.

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9. Except as provided in paragraph 8. hereof, upon Mortgagee's breach of any covenant or agreement of Mortgagee in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee shall mail notice to Mortgagee as provided in paragraph 21. hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Mortgagee, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Premises. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the

8. If all or any part of the Premises or an interest therein is sold or transferred by Mortgagee without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. If Mortgagee exercises such option to accelerate, Mortgagee shall mail notice of acceleration in accordance herewith. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagee may pay the sums declared due. If Mortgagee fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagee, invoke any remedies permitted by paragraph 9. hereof.

7. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagee, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the Note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for ten days in the performance of any other agreement of the Mortgagee herein contained.

6. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than thirty days prior to the respective dates of expiration.

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12. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgages shall have the right to foreclose the lien hereof. In any suit to foreclose the

be liable to account only for those rents actually received. sums secured by this Mortgage. Mortgages and the receiver shall on receiver's bonds and reasonable attorney's fees, and then to the of rents, including, but not limited to receiver's fees, premiums payment of the costs of management of the premises and collection collected by Mortgagee or the receiver shall be applied first to rents of the premises including those past due. All rents upon, take possession of and manage the premises and to collect the or by judicially appointed receiver, shall be entitled to enter redemption following judicial sale, Mortgagee, in person, by agent premises, and at any time prior to the expiration of any period of acceleration under paragraph 19. hereof or abandonment of the retain such rents as they become due and payable. Upon or abandonment of the premises, have the right to collect and Mortgagee shall, prior to acceleration under paragraph 9. hereof assigns to Mortgagee the rents of the premises, provided that 11. As additional security hereunder, Mortgagee hereby

as if no acceleration had occurred. obligations secured hereby shall remain in full force and effect upon such payment and cure by Mortgagee, this Mortgage and the pay the sums secured by this Mortgage shall continue unimpaired. Mortgagee's interest in the premises and Mortgagee's obligation to attorney's fees; and (d) Mortgagee takes such action as Mortgagee paragraph 19. hereof, including, but not limited to, reasonable enforcing the covenants and agreements of Mortgagee contained in Mortgagee pays all reasonable expenses incurred by Mortgagee in or agreements of Mortgagee contained in this Mortgage; (c) then due under this Mortgage, the Note had no acceleration occurred; (d) Mortgagee cures all breaches of any other covenants Mortgagee; (a) Mortgagee pays Mortgagee all sums which would be continued at any time prior to entry of a judgment enforcing this any proceedings begun by Mortgagee to enforce this mortgage dis- secured by this Mortgage, Mortgagee shall have the right to have 10. Notwithstanding Mortgagee's acceleration of the sums

title reports. attorney's fees, and costs of documentary evidence, abstracts and expenses of foreclosure, including, but not limited to, reasonable Mortgagee shall be entitled to collect in such proceeding all demand and may foreclose this Mortgage by judicial proceeding. by this Mortgage to be immediately due and payable without further Mortgagee at Mortgagee's option may declare all of the sums secured breach is not cured on or before the date specified in the notice. If the defense of Mortgagee to acceleration and foreclosure. If the foreclosure proceeding the non-existence of a default or any other

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14. Upon or at any time after the filing of a complaint to foreclose this Second Mortgage the court in which such complaint 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 Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagees 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 increase of a sale and a deficiency, during the full statutory period or redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be

13. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceeding, including all such items as are mentioned in the preceding paragraphs hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any surplus to Mortgagor, their heirs, legal representatives or assigns, as their rights may appear.

12. 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 Mortgagee 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, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

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21. Each notice, demand or other communication in connection with this Mortgage shall be in writing and shall be deemed to be given to and served upon the addressee at its address set out above, or (ii) on the third Business Day after the deposit thereof

20. The term "default," when used herein, shall include but not be limited to the prompt performance of, or failure to perform, any of the requirements, acts, or conditions enumerated in any of the clauses or paragraphs hereof.

19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Note secured hereby.

18. Mortgagee shall release this Mortgage and Lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

17. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the Lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

16. The Mortgagee shall have the right to inspect the premises at all reasonable business hours and access thereto shall be permitted for that purpose.

15. 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.

entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, 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 net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, 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.

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COOK COUNTY RECORDER

#2149 #11 * 90-456635
T#8888 TRAM 0248 09/19/90 10:12:00
DEPT-01 RECORDING \$18.00

Raymond P. Gordon, Esq.
Gordon & Einstein Ltd.
224 East Ontario Street
Chicago, Illinois 60611

MAIL TO:

This instrument was prepared by Raymond P. Gordon, 224 E. Ontario,
Chicago, Illinois 60611

My commission expires:

[Signature]
Notary Public

JANE STENCEL SUAREZ
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUNE 6, 1994

I, JANE STENCEL SUAREZ, a Notary Public in and
for said county and state, do hereby certify that the
foregoing instrument was acknowledged before me this 14 day of
AUGUST, 1990, by RAYMOND P. GORDON
to me to be a general partner of N.A.C.K. Partnership, an Illinois
general partnership, on behalf of the partnership.

STATE OF ILLINOIS)
) ss.)
COUNTY OF COOK)

By: *[Signature]*
General Partner

N.A.C.K. Partnership

WITNESS the hands and seals of Mortgagors the day and year
first above written.

In the United States mail by registered or certified mail, first-
class postage prepaid, addressed to such address as its address
set out above. By notice complying with this section, any party
may from time to time designate a different address as its address
for the purpose of the receipt of notices hereunder. "Business
Day" shall mean any day, including Wednesdays when the commercial
Loan Department of Mortgagee is open for business, other than
Saturday, Sunday or any other day on which banks in Chicago,
Illinois are not open for business.

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COOK COUNTY CLERK

100 N. LAUREL STREET, CHICAGO, IL 60602

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EXHIBIT A

PARCEL #1

Lot 3 in Ford City Bank Subdivision, being a Resubdivision of Lot 1 in L.O.A.R. Enterprises Subdivision, being a Subdivision of part of the South West Quarter of Section 31, Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof filed Aug. 1, 1985 as Document Number LR3452187 in Cook County, Illinois.

PARCEL #2

Easement for the benefit of Lot 3 as created by Declaration of Easement Covenants and Restrictions, from Ford City Bank and Trust Company dated Aug. 1, 1985 and filed Aug. 8, 1985 as Document LR 3453708 and ingress and egress of vehicular and pedestrian traffic over Lots 1 and 2.

Property Address: 1080 Narge, Elk Grove Village, Illinois

P.I.N. 08-31-400-040 •

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