MAIL TO:

COMMERCIAL NATIONAL BANK OF CHICAGO 4800 N. Western Avenue Chicago, Illinois 60625

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COMMERCIAL NATIONAL BANK OF CHICAGO 4800 N. Western Avenue Chicago, Illinois 60625

MORTGAGE

\$ 16.00

THIS MORTGAGE made this 2nd day of November	•
10 00 house American National Bank & Trust Company of Chicago Trust \$40537	- •
As Trustae as aformseid and not individually	
(hereinafter referred to as "Mortgagor") and the COMMERCIAL NATIONAL BANK OF CHICAGO, a national banking association (hereinaft referred to as the "Mortgagee").	er
WHEREAS, Morgagor is indebted to Morgagee in the principal sum of	_
(\$ 40,000,00), which indebtedness is evidenced by Mortgagor's Note date November 2 , 19 90 (hereinafter referred to as the "Note"); and	
WHEREAS, We Note provides for interest to be charged up the balance of principal remaining from time to time outstanding at a rate equivalent of the principal part of the princ	
(11_25	
Dollars (\$ 562.42) on the 15th day of each month commencing with December 15	
1990 with the balance of the independences. If not somer paid, due and payable on November 15 No 2000; at	ad
The South 22.14 feet of the North 119.74 feet (except the East 46 feet thereof of Lot 6 in Block 1 in Coilece Green Subdivision of part of the West 4 of the Northwest 4 of Section 36, "conship 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Allinois.	
C	
COOK COUNTY, ILLINO'S	
THE ENGINEER PROPERTY OF THE P	ŧ.
1990 NOV 15 PH 3: 47 90558508	200
Permanent Index No. 10-36-121-030	
Which has the address of 6818 N. Sacramento, Chicago, Illinois	8
Obereinalter referred to as the "Property Address").	
TOO CERTIFIED AND ALL AND ADDRESS OF THE PARTY OF THE PAR	

TOGETHER with all the improvements now or hereafter erected on or attached to the property, and all enuments, rights, appartenances, rents royalties, mineral, oil and gas rights and profits, water, water rights, and all fixtures now or hereafter attached to the property, all of which including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mor grae and all of the foregoing together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "250 dises."

Mortgagor convenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgagor, grant and convey the Premises, that the Premises is unencumbered, except as disclosed to and consented by the Mortgagor, and Mortgagor will was rank and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a school de of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

IT IS FURTHER UNDERSTOOD THAT:

- Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.
 - 2. In addition, Mortgagor shall:
 - (a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.
- (b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto provided said payments are actually made under the terms of said Note), and to furnish Mortgages, upon request, with the original or duplicate receipts therefore, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.
- (c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to Mortgagee, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by Mortgagee and shall contain a clause satisfactory to Mortgagee making them payable to Mortgagee, as its interest may appear, and in case of loss under such policies, Mortgagee is authorized to adjust, collect and compromise, in its discretion, sign, upon demand, all receipts, outchers and releases required of it by the insurance companies; application by Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. All renewal policies shall be delivered at least 10 days before such insurance shall expire. All policies shall provide further that Mortgagee shall receive 10 days notice prior to cancellation.
 - (d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.
- (e) 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 to the lien hereof.

- 3. Any sale, conveyance or transfer of any right, title or interest in the Premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the Premises without the prior written approval of Mortgages shall, at the option of Mortgages, constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtodness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.
- 4. In the case of a failure to perform any of the covenants herein, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the property, incluiding, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupi or decedent. Mortgagee may do on Mortgagor behalf everything so covenanted; Mortgagee may also do any act it may deem necessary to protect the tien hereof; and Mortgagor will repay upon demand any monies paid or disbursed, including reasonable attorneys' fees ad expenses, by Mortgagee for any of the above purposes and such monies together with interest thereon at the highest rate for which it is then tawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of said Premises if not otherwise paid. It shall not be obligatory upon Mortgagee to inquire into the validage to advance, or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring Mortgagee to advance any monies for any purpose nor to do any act hereunder; and Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder nor shall any acts of Mortgagee act as a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this Mortgage.
- 5. Time is of the essence hereof, and if default be made in performance of any covenant herein contained or contained in the Note or in making any payment under said Note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of the Premises, or upon the filing of a proceeding in bankruptcy by or against Mortgagor, or Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if Mortgagor abundons the Premises, or fails to pay when due any charge or assessment (whether for insurance premiums, maintenance, taxes, capital improvements, purchase of another unit, or otherwise) imposed by any condominium, townhouse, cooperative or similar owners' group, then and in any of said events. Mortgage is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said then or any right of Mortgage include, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any munies of Mortgagor held by Mortgagee, and said Mortgagoe may also immediately, proceed to foreclose this Mortgage, and in any foreclosure a sale may be made of the Premises en masse without the offering of the several parts separately.
- 6. Upon the commence next of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice of Mortgagor, or any party claiming under him, and without regard to the solvency of Mortgagor or the then value of said Premises, or whether the san's shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver, with power to manage and rent and to collect. We rents, issues and profits of said Premises during the pendency of such foreclosure said and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the foreclosure said, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the Premises, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of a deed in case of sale, but if no dee, be issued, until the expiration of the statutory period during which it may be issued and no lease of said Premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said Premises, there is all the allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest there in at a rate per annum equal to five percent (5%) above the rate quoted daily by the First National Bank of Chicago and identified by it as its "Prime due," or its equivalent or if said rate of interest is higher than permitted by state law, which may be a stimuled as to include items to be extraord or in behalf of Mortgager in a paraiser's fees, current to the highest ra
- 7. Extension of the time for payment or modification or amortization of the su na secured by this Mortgage granted by Mortgages to any successor in interest of Mortgagor shall not operate to release in any manner the liable, of the original Mortgagor and Mortgagor's successor in interest. Mortgages shall not be required to commence proceedings against such successor or solve to extend time for payment or otherwise notify amortization of the sum secured by this Mortgage by reason of any demand made by the or ginal Mortgagor and Mortgagor's successor in interest.
- 8. Any forebearance by Mortgagee in exercising any right or remedy hereunder or others or efforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be waiver of Mortgagee's right to accelerate the indebtedness secured by the Mortgage.
- All remedies provided in this Mortgage are distinct and cumulative to any other right or reme dy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.
- 10. The covenants contained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of Morgagee and Mortgagor subject to the provisions of paragraph 3 hereof. All covenants and agreements or Mortgagor shall be juint and several.
- 11. Except to the extent any notice shall be required under applicable law to be given in another manner, any motice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein and any notice to Mortgagee shall be given by certified mail, return receipt request of to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provide that this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.
- 12. Upon payment of all sums secured by this Mortgage, Mortgage shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordations of any documentation necessary to release this Mortgage.
- 13. Mortgagor hereby waives all right of homestead exemption in the Premises and grants to Mortgages the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- 14. Mortgagor assigns to Mortgagee and authorizes the Mortgagee to negotiate for and collect any award for condemnation of all or any part of the Premises. Mortgagee may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.
- 15. If Mortgagor is a corporation Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.
- 16. This Mortgage shall be governed by the law of the jurisdiction in which the Premises are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

 IN WITNESS WHEREOF, the undersigned have signed this Mortgage on the day and year first above written at Chicago. Illinois.

N WITNESS WHEREOF, the undersigned have signed this	Morigage on the day and year first above written at Cintago, minora.
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nothing herein of in said wore contained shall be construed as creating any liability on the said First Party of on said. American hational Bank and Morgagee and by every person now or hereafter claiming any right or sectority hereunder, and that so far as the Fust Party and its successors and in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedues; actually hereunder, or to of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood, and agreed that owner or owners of any independences accruing beregader shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the liest hereby created, in the stienest herein and in said note provided or by acrion a calibrate the personal liability of the perform any concusant, warrancy or indomnity either express or implied herein contained, all such liability, if any, being impressly waived by said American National Bank and Trust Company of Chicago personally are concerned, the legal holder of holds as of said note and the guarantor, if any.

This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid

has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be bercomen affined AMERICAN NATIONAL BANK AND TRIPSPOONEANY OF CHICAGO IN WITNESS WHEREOF, American National Bank and Trast Company of Calcago, not personally but as Trustee as aforesaid. and attested by its Assistant Secretary, the day and year first above written.

OFFICIAL SEAL

OFFICIAL SEAL

L. ** Sevienski

Noter ** int c. State of filinois

My Comm ston Expires 6/27/92

L M. SOVIENSKI

STATE OF ILLINOIS ASSESSMENTS OF COOK

::

a Notary Public, in and for said County, in the State aforesaid.

.Vice-President of the AMERICAN NATIONAL BANK AND TRUST DO HEREBY CERTIFY, that To MICE IN THE STATE OF STATE OF

of said Company to said jergraphesis as his own free and volumings act and as the face and voluminary act of said Company, as Trustee as altoresaid, respectively, appeared before me this day in prince and acknowledged that they signed and delivered the said instrument as their cara free and said Assistant Secretary thes and their admostedaged that he, as composition of the corporant and of said Company, did affix the corporant and molematory and an the free and with very act of said Countries; as Trustee as aforexaid, for the uses and purposes therein set forth; and the Assistant Serretary of said Company, who are personally known to me to be the same persons whose manes we subscribed to the foregoing instrument as such Vice-President, and Assettany, COMPANY of Chicago, and Claire Rosavi, Folor for the wees and purposed & artis and forth.

GIVEN under my hand and notative seal, this.

P. D. Soymak

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