

**Commercial Real Estate Mortgage and Assignment of Leases and Rents**

\*MANUFACTURERS AFFILIATED TRUST COMPANY, SUCCESSOR TRUSTEE TO

**UNOFFICIAL COPY**

This mortgage is made on this date between the parties listed below. The Mortgagor(s) in consideration of the principal amount shown below and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages and assigns to the Lender, its successors and assigns, forever, the land and property described below, together with all privileges, improvements, rents and profits, easements, hereditaments, appurtenances, equipment, and other

particular goods of whatsoever description which may now or hereafter be located, situated or affixed on and used in connection therewith (hereinafter called the Property).

L1018

90022761

Mortgage Date  
DECEMBER 2, 1988

9 002 5490

MORTGAGOR(S)		MORTGAGEE	
NAME(S) *AFFILIATED BANK/WESTERN NATIONAL AS TRUSTEE UNDER TRUST AGREEMENT DATED 6-29-84 AND KNOWN AS TRUST # 9193 and not individually		NAME(S) CIVIC FEDERAL SAVINGS BANK	
ADDRESS 2800 SOUTH KEELER		ADDRESS 3522 WEST 26TH STREET	
CITY CHICAGO		CITY CHICAGO	
COUNTY COOK	STATE ILLINOIS	COUNTY COOK	STATE ILLINOIS

**PROPERTY DESCRIPTION**

Lot One (1) in Block One (1) in James V. Allen's Addition to Chicago, a Subdivision of Block Five (5) in Reid's Subdivision of the West Half (W $\frac{1}{2}$ ) of the South East Quarter (SE $\frac{1}{4}$ ) of Section Twenty Seven (27) Township Thirty Nine (39) North, Range Thirteen (13), East of the Third (3rd) Principal Meridian, in Cook County, Illinois. Commonly known as 2800 South Keeler, Chicago, IL 60623.

PERM. TAX # 16-27-419-024

PRINCIPAL AMOUNT	DEFAULT RATE
FIFTY THOUSAND AND NO/100-----Dollars \$ 50,000.00	5% OF P & I PAYMENT %

The Mortgagor Covenants and Agrees With the Lender as Follows:

- This mortgage secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto and every other indebtedness of any and every kind now or hereafter owing from Mortgagor to Lender howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this mortgage, any promissory note or of any other mortgage, assignment of leases or rents, security agreement, loan agreement, or any other agreement of whatsoever nature, whether written or oral, now existing or hereafter arising between the Mortgagor and the Lender (hereinafter all referred to as the Indebtedness).
- The Mortgagor promises to pay the Indebtedness in accordance with the terms thereof and to perform all of the terms and conditions from which the Indebtedness may arise. A charge for damages incurred equal to the default rate set forth above will be paid in addition to the rate of interest otherwise accruing upon any of the Indebtedness secured hereby from the date of default in the terms of such Indebtedness until such default is cured or redemption from sale under foreclosure of the Property occurs, whichever event shall first occur.
- The Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition, and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired. Mortgagor certifies that the property has not in the past been nor will in the future be allowed in any manner to be exposed or to contain hazardous substances as defined in the Federal Comprehensive Environmental Response, Compensation and Liability Act. The Lender shall have the right and access to inspect the Property at all reasonable times and if the Property, or any part thereof, shall require inspection, repair, or maintenance which the Mortgagor has failed to provide, the Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on the Lender's demand by the Mortgagor.
- The Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, and governmental charges at any time levied or assessed against the Mortgagor or the Property, and the Mortgagor will not do or permit to be done any act of whatsoever nature which would impair the lien of this mortgage; provided, however, that the Mortgagor shall not be required to pay any tax, assessment, or governmental charge so long as the Mortgagor in good faith disputes the validity thereof and provides for payment in a manner satisfactory to Lender in the event the Mortgagor loses the dispute.
- The Mortgagor promises to keep the Property insured against such risks, in such form and with such carriers as may within the sole discretion of the Lender be acceptable causing the Lender to be named as loss payee or alternatively if requested by Lender, Mortgagor, in such form and manner as prescribed by the Lender. The Mortgagor hereby directs each and every insurer of the Property to make payment of loss to the Lender, with the proceeds to be applied, only at the Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by the Lender to the Mortgagor.
- The Mortgagor hereby assigns to the Lender all judgments, decrees, and awards for injury, damage, or condemnation of or to the Property and authorizes the Lender, at its sole option, to apply the proceeds thereof to the payment of the Indebtedness in such manner as the Lender may elect.
- The Mortgagor promises to abstain from the commission of any waste on the Property and to comply with all present and future statutes, regulations, and rules of any governmental authority governing the Property or in any way concerning the use and occupancy thereof.
- The Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business, nor to attempt to sell or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of the Lender.
- At any time, upon a request of the Lender, the Mortgagor will execute and deliver to the Lender,

90022761

# UNOFFICIAL COPY

INDIVIDUAL

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,

by \_\_\_\_\_

Notary Public \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires: \_\_\_\_\_

## PARTNERSHIP

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,

by \_\_\_\_\_, partner on behalf of

\_\_\_\_\_, a partnership.

Notary Public \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires: \_\_\_\_\_

## CORPORATION

STATE OF Illinois

SS:

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 18th day of December, 19 89,

by Joanne I. Powell and Rosemarie J. Baran

who are the Trust Officer and Land Trust Officer of

MANUFACTURERS AFFILIATED TRUST COMPANY corporation, on behalf of the corporation.

OFFICIAL SEAL  
DOLORES PARA  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. NOV. 13, 1991

Notary Public Cook County, Illinois

My Commission expires: \_\_\_\_\_

90022761

12 Clerk's Office

DEPT-01 15.25  
181111 TRAN 5305 01/16/90 11:00:00  
1897 A \* -90-022761  
COOK COUNTY RECORDER

19122008

This instrument prepared by:

When recorded, return to:

CIVIC FEDERAL SAVINGS BANK  
3522 WEST 26TH STREET  
CHICAGO, IL 60623  
GLORIA FAVELA

CIVIC FEDERAL SAVINGS BANK  
3522 WEST 26TH STREET  
CHICAGO, IL 60623

and if appropriate, cause to be recorded, such further mortgages, assignments, pledges, financing statements, or such other document as the Lender may require, in the Lender's sole discretion, to effectuate, complete, and to perfect as well as to continue to preserve by this mortgage, in the event the Mortgageor shall fail or refuse to execute and deliver any such document to the Lender, the Mortgageor hereby consents and appoints the Lender, or any of its officers or employees, as the Mortgageor's true and lawful attorney in fact to do so, and the expenses thereof shall be added to the indebtedness and paid by the Mortgageor upon demand by the Lender.

10. As additional security for the indebtedness and the performance of all of the Mortgageor's covenants and hereunder, the Mortgageor:

(a) hereby grants to the Lender a security interest in any personal property or fixtures which may now or hereafter constitute any part of the Property, in all personal property in possession of the Lender but belonging to the Mortgageor, and in any balance of deposit account with the Lender which may be applied by the Lender upon the indebtedness in the event of default hereunder; and

(b) hereby purports to any statute now or hereafter existing and applicable, sells, assigns, transfers and sets over to the Lender all of the rents, profits, and income under any lease or leases of the Property, including any extensions, amendments, or renewals thereof, whether due or to become due, including all such leases in existence or coming into existence during the period this mortgage is in effect. This assignment of rents shall run with the land and be good and valid as against the Mortgageor, those claiming by, under, or through the Mortgageor, from the date of the recording of this instrument. The assignment shall continue to be operative during the period of any foreclosure or other action to enforce this mortgage, during any receivership created hereunder, and during the period of redemption, including the period of deficiency in the repayment of the indebtedness. The Mortgageor acknowledges that this assignment is given as collateral security only and shall not be construed as obligating the Lender to perform any of the covenants or undertakings required to be performed by the Mortgageor contained in any such assigned leases. In the event of surrender or the taking of possession of the Property by the Lender upon the Mortgageor's default, the Lender may thereafter collect the rents and income therefrom, rent or lease the Property or any portion thereof upon such terms as the Lender may deem, in its sole discretion, advisable, and apply all proceeds derived therefrom to (i) preservation of the Property; (ii) payment of taxes; (iii) payment of insurance premiums; (iv) payment of interest or principal due on the indebtedness.

(c) The following shall constitute default of this mortgage:

(i) the failure to pay either the interest or principal upon the indebtedness when due;

(ii) the failure to perform or keep any of the covenants or the agreement or any agreement, oral or written, out of which the indebtedness arises or which governs any of the terms of the indebtedness;

(iii) the insolvency of the Mortgageor or any of its partners, or the death of the Mortgageor, if a natural person, or of any partner if the Mortgageor is a partnership;

(iv) the dissolution, merger and consolidation or transfer of a substantial part of the ownership of the Mortgageor or such guarantor is a corporation; or

(v) the non-payment of any taxes or insurance, which shall constitute waste and entitle the Lender to the appointment of a receiver under applicable law.

(f) the sale or transfer by Mortgageor of any interest in the Property, whether by deed, land contract, contract of sale, or the like,

(g) the Lender deems itself unsecured for any reason whatsoever.

12. In the event of default, the Lender may, without demand or notice, pay any taxes, assessments, premiums or liens required to be paid by the Mortgageor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of said premises to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering said premises, including surveys. The sums paid for any such purposes shall be added to the indebtedness and shall bear interest at the rate of interest otherwise accruing on the indebtedness secured hereby until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of the Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the indebtedness shall remain in the Lender's possession until the indebtedness is paid in full.

13. In the event of default, the Lender may, without notice, and at its option, declare the entire indebtedness due and payable, as it may elect, regardless of the date or date of maturity thereof and, if permitted by state law, is authorized and empowered to sell or to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deed of conveyance good and sufficient at law.

14. The Mortgageor expressly acknowledges that it is the intent of both itself and the Lender to have a default of any of the provisions of this mortgage constitute a default of any other agreement which may now exist or hereafter arise between them and that, likewise, a breach of any such agreement shall constitute a breach and default of this mortgage. It is the expressed intent of the Mortgageor to cross collateralize all of its indebtedness and obligations to the Lender however arising and whatsoever incurred.

15. It is further agreed that:

(a) no forbearance on the part of the Lender and no extension of the time payment of any of the indebtedness given by the Lender shall operate to release, discharge, modify, or change or affect the original liability of the Mortgageor herein or of its continued performance of the covenants herein contained or in the covenants and terms of any portion of the indebtedness;

(b) the death of the Mortgageor, if a natural person, or of any partner if the Mortgageor is a partnership; or

(c) the insolvency of the Mortgageor;

(d) the filing by or against the Mortgageor of any insolvency, bankruptcy or receivership proceeding;

(e) the institution of any assignment by the Mortgageor for the benefit of the Mortgageor's creditors;

(f) the insolvency or death of any guarantor of this indebtedness;

(g) the death of the Mortgageor, if a natural person, or of any partner if the Mortgageor is a partnership;

(h) the dissolution, merger and consolidation or transfer of a substantial part of the ownership of the Mortgageor or such guarantor is a corporation; or

(i) the non-payment of any taxes or insurance, which shall constitute waste and entitle the Lender to the appointment of a receiver under applicable law.

