

UNOFFICIAL COPY

This Instrument Prepared By:
Virginia Seckler
NBD Northfield Bank
400 Central Avenue
Northfield, IL 60093

90034502

BOX 333- GG

[Space Above This Line For Recording Data]

20.00

MORTGAGE TO SECURE GUARANTY

THIS MORTGAGE ("Security Instrument") is given on December 9th
19 89. The Mortgagor(s) is/are Chicago Title & Trust Co. under Trust #10.9-84
dated 11/29/79. This Security Instrument is given to
NBD Northfield Bank which is organized and existing under the laws of
State of Illinois and whose address is 400 Central Avenue,
Northfield, IL 60093. (Lender)

THAT, WHEREAS, Wheeler Protective Apparel, Inc.
a
(herein referred to as the "Obligor") is justly indebted
to the said Lender in the PRINCIPAL SUM OF Fifty Thousand and No/100-----
(\$ 50,000.00) evidenced by a certain Note of Obligor
dated 12/9/89, made payable to Lender and delivered, in and by which said
principal sum with interest thereon from the date the proceeds of this Note are
disbursed until the maturity thereof, in the manner and bearing interest at the
rate set forth therein.

THAT, WHEREAS: (check and complete appropriate box).

(Title held in Land Trust)

Hudson L. Wheeler ("Guarantors") are sole
beneficiaries of mortgagor, having the power of direction, who are
directing Mortgagor or

(Title held in Individuals name)

("Guarantors") hereinafter
"Mortgagor" or Guarantor" is/are sole owners of property, who are authorized

to execute and deliver this Mortgage to the Lender as Security for the
performance of Guarantors' obligations under a certain collateralized
Guaranty between Guarantor and Lender dated as of 12/9/89 (the
"Guaranty"). Among other things, the Guaranty provides for the
unconditional guaranty of the due and prompt payment of the Note, with
interest and any and all renewals, extensions and modifications
thereof.

90034502

Tag # 13-204501-004

28 11:11

90034502

004
6
018

N178307J

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

NOW THEREFORE, the Mortgagor, to secure the Guaranty according to its tenor and effect and in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor 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, mortgage, grant and convey unto the lender, its successors and assigns, forever, the following described Real Estate and all their estate, right, title and interest therein, situated and being in the County of Cook and State of Illinois, to wit:

See Legal Description Attached

which has the address of 4330 West Belmont
(Street)
Chicago, Illinois 60641 ("Property
(City) (Zip Code)
Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

MORTGAGOR COVENANTS that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property is unencumbered except for encumbrances of record. Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

~~THIS SECURITY INSTRUMENT~~ combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

300334502

20131002

UNIFORM COVENANTS. Mortgagor and Lender covenant and agree as follows:

1. CHARGES; LIENS. Mortgagor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any, by Mortgagor paying them on time directly to the person owed payment. Mortgagor shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Mortgagor makes these payments directly, Mortgagor shall promptly furnish to Lender receipts evidencing the payments.

Mortgagor shall promptly discharge any lien which has priority over this Security Instrument unless Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Mortgagor a notice identifying the lien. Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

2. HAZARD INSURANCE. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor.

Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay obligation of Guarantor secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 17 the property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the obligations of Guarantor secured by this Security Instrument immediately prior to the acquisition.

any amounts disbursed by Lender under this paragraph 5 shall become additional debt of Mortgages secured by this Security Instrument. Unless Mortgages and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Mortgages requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Mortgages shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Mortgages's and Lender's written agreement or applicable law.

6. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the property. Lender shall give Mortgages notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

7. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the property, the proceeds shall be applied to the obligations of Guarantor secured by this Security Instrument, whether or not then due, with any excess paid to Mortgages. In the event of a partial taking of the property, unless Mortgages and Lender otherwise agree in writing, the obligations of Guarantor secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the obligations of Guarantor secured immediately before the taking, divided by (b) the fair market value of the property immediately before the taking. Any balance shall be paid to Mortgages.

If the property is abandoned by Mortgages, or if, after notice by Lender to Mortgages that the conveyance offers to make an award or settle a claim for damages, Mortgages fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the property or to the obligations of Guarantor secured by this Security Instrument, whether or not then due.

8. MORTGAGES NOT RELEASED: FORECLOSURE BY LENDER NOT A WAIVER, EXTENSION OF THE TIME FOR PAYMENT OR MODIFICATION OF A PORTION OF THE OBLIGATIONS OF GUARANTOR SECURED BY THIS SECURITY INSTRUMENT GRANTED BY LENDER TO ANY SUCCESSOR IN INTEREST OF MORTGAGES SHALL NOT OPERATE TO RELEASE THE LIABILITY OF THE ORIGINAL MORTGAGE OR MORTGAGES'S SUCCESSORS IN INTEREST. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the obligations of Guarantor secured by this Security Instrument by reason of any demand made by the original Mortgages or Mortgages's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver or preclude the exercise of any right or remedy.

9. SUCCESSORS AND ASSIGNS: JOINT AND SEVERAL LIABILITY: CO-SIGNERS. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Mortgages, subject to the provisions of paragraph 15. Mortgages's covenants and agreements shall be joint and several. Any Mortgages who co-signs this Security Instrument but does not execute the Guaranty: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Mortgages's interest in the property under the terms of this Security Instrument; (b) is personally obligated to pay the obligations of Guarantor of this Security Instrument; and (c) agrees that Lender and any other Mortgages may agree to extend, modify, forbear or make any accommodations with regard to the

20251101

2025120005

terms of this Security Instrument or the Guaranty without that Mortgagor's consent.

10. **LOAN CHARGES.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Mortgagor which exceeded permitted limits will be refunded to Mortgagor. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Mortgagor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

11. **LEGISLATION AFFECTING LENDER'S RIGHTS.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Guarantor or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all obligations of Guarantor secured by this Security Instrument and may invoke any remedies permitted by paragraph 7. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 15.

12. **NOTICES.** Any notice to Mortgagor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address or any other address Mortgagor designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Mortgagor. Any notice provided for in the Security Instrument shall be deemed to have been given to Mortgagor or Lender when given as provided in this paragraph.

13. **GOVERNING LAW; SEVERABILITY.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the property is located. In the event that any provision or clause of this Security Instrument or the Guaranty conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Guaranty which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Guaranty are declared to be severable.

14. **MORTGAGOR'S COPY.** Mortgagor shall be given one conformed copy of the Guaranty and of this Security Instrument.

15. **TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN MORTGAGOR.** If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all obligations of Guarantor secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or called within which Mortgagor must pay all obligations of Guarantor secured by this Security Instrument. If Mortgagor fails to pay these obligations of Guarantor prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Mortgagor.

2023-1-1005

16. MORTGAGOR'S RIGHT TO REINSTATE. If Mortgagee meets certain conditions, Mortgagee shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Mortgagee: (a) pays Lender all sums which would be due under this Security Instrument and the Guaranty had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Mortgagee's obligation to pay the obligations of Guarantor secured by this Security Instrument shall continue unchanged. Upon reinstatement by Mortgagee, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 11 or 15.

17. ACCELERATION; REMEDIES. Lender shall give notice to Mortgagee prior to acceleration following Mortgagee's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 11 and 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Mortgagee, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the obligations of Guarantor secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Mortgagee of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Mortgagee to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender as its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. LENDER IN POSSESSION. Upon acceleration under paragraph 17 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the obligations of Guarantor secured by this Security Instrument.

19. REVERSE. Upon payment of all obligations of Guarantor secured by this Security Instrument, Lender shall release this Security Instrument with charge to Mortgagee. Mortgagee shall pay any recapture cost.

20. MORTGAGEE'S OBLIGATIONS. Mortgagee shall have the right of first refusal

UNOFFICIAL COPY

and not personally, _____ as Trustee as aforesaid

By: _____

(Title)

Attest: _____

(Title)

STATE OF ILLINOIS SS.

COUNTY OF _____

I, _____, a Notary Public in and for and residing
in said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____

_____ of _____
of said Bank, who are personally known to me to be the same persons whose names
are subscribed to the foregoing instrument as such _____
(Title of Officer)

_____ and _____
(Title of Officer)

respectively, appeared before me this day in person and acknowledged that they
signed and delivered the said instrument as their own free and voluntary act and
as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses
and purposes therein set forth; and the said _____

then and there acknowledged that said _____

as custodian of the corporate seal of said Bank, did affix the seal of said Bank
to said _____ own free and voluntary act and
as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses
and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19__.

Notary Public

(Notarial Seal) _____

THIS INSTRUMENT PREPARED BY:

NED/ Highland Park Bank, N.A.
512 Central Avenue
Highland Park, IL 60035

90031502

UNOFFICIAL COPY

Property of Chicago Title and Trust Company

It is expressly understood and agreed by and between the parties herein, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made in the name of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee or the instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally.

[Signature] ASSISTANT VICE-PRESIDENT
[Signature] ASSISTANT SECRETARY

Corporate Seal

STATE OF ILLINOIS. SS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Greater, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument of their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 11 day of JAN 1990.

"OFFICIAL SEAL"
Notary *Gethna Smith*
Notary Public, State of Illinois
My Commission Expires 9/22/91

98034502

UNOFFICIAL COPY

9 1 2 2

Property of Cook County Clerk's Office

205333005

PARCEL 2:
 ALL OF LOTS 11, 12, 13 AND 14 AND LOT 15 (EXCEPTING FROM SAID LOT 15 THAT PART OF THE NORTH 10 FEET THEREOF LYING WEST OF THE EAST LINE OF LOT 15 EXTENDED SOUTH) ALL OF LOTS 16 AND 17, LOT 35 (EXCEPT THE SOUTH 10 FEET THEREOF) AND ALL OF LOT 36 ALSO ALL THAT PART OF THE EAST AND WEST PUBLIC ALLEY LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 11 TO 15 INCLUSIVE, LYING SOUTH AND SOUTHEASTERLY OF AND ADJOINING THE SOUTH AND SOUTHEASTERLY LINES RESPECTIVELY OF LOT 36, LYING EAST OF AN ADJOINING THE WEST LINE OF SAID LOT 36 PRODUCED SOUTH 16 FEET AND LYING WESTERLY OF AND ADJOINING THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD ALL IN BLOCK 4 IN WILLIAM A. BOND AND COMPANY'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 IN SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS.

PARCEL 1:
 LOT 14 EXCEPT THE WEST 23.07 FEET AS MEASURED ALONG THE SOUTH LINE THEREOF) IN BLOCK 3 IN WILLIAM A. BOND AND COMPANY'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 (EXCEPT RAILROAD) IN SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS