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III.N	THIS MORTGAGE is made this 12thay of April , 1990 , between the Mortgagor, METTE THEATER CORPORATION, an IL Corp. , (the "Borrower") and the Mortgagee, the LAKE SHORE NATIONA
	BANK, a national banking association, whose address is 605 North Michigan Avenue, Chicago, Illinois 60611, (the "Lender", WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY THOUSAND AND NO/100
	(\$ 60,000.00), which indebtedness is evidenced by Borrower's note dated 4-12-90 (the "Note") providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and pay able on 4-12-93;
	TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advance in accordance herewith to protect the security of this Mortgage, and the (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Paragraph 21 hereof ("Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Minois:
	Lots 7 and 8 in Brethold's Resubdivision of Lots 5 and 6 in Dingee's Resubdivision of Block 25 in Wilmette Village, East of the Third Principal Meridian, in Cook County, IL
	which has the address of 1120-22 Central Ave., Wilmette, IL 60091 (the "Property Address") P.I.N. 05-32 - 106 - (Street) - 0000 (City) (State and Zip Code) TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, tents, rayalties, mineral
	oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions the reto, shall be deemed to be and remain a part of the property covered by this Mortgage; 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 "Property".
	Borrower covenants that Br rover is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, x or for the lien of a first mortgage more particularly described in Paragraph 2 hereof, and that Borrower will warrant and defend generally the nit to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.
	Borrower and Lender covenant and early as follows: 1. Payment of Principal and Interest of Jor-ower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment, and late charges as evocided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage. 2. First Mortgage. This Mortgage is subject a deubordinate to the lien of a certain mortgage (trust deed) dated
	recorded in the office of the Recorder of Deeds
	as Mortgagor, to
	as Mortgagee (Trustee), securing payment of a note dated, in the principal sum of
	uder the provisions of the First Mortgage shall be deemed to be in act of default under the provisions of this Mortgage and the Lander becennder shall be entitled to all the remedies set forth in Faragraph 18 of this stortgage.
	3. Application of Payments. Unless applicable law provides other vise, P. payments received by Lender under the Note and Paragraph t hereof shall be applied by Lender first in payment of interest payable on the Note that to the principal of the Note, and then to interest and principal on any Future Advances. 4. Charges: Liens. Borrower shall pay all taxes, assessments and other cap gets, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if an telegraph and in the event Borrower shall make payment directly, thorrower shall promptly furnish to Lender all notices of amounts due under this paragraph and, in the event Borrower shall make payment directly, thorrower shall promptly furnish to Lender receipts evidencing such payments. For over shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good feat contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture or the toporty or any part thereof. 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter elected on the Property insured against loss by fire, bazards
	5. <u>Ingurance</u> , norrower shall keep the improvements now existing or hereafter "ected on the trajecty insured against loss by the hazards included within the term "extended coverage", and such other hazards as Lender may require and that the Lender shall not require that the amount of such coverage exceed the amount of coverage required to pay the sums secured by this Mortgage and the First Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment when due, directly to the insurance carrier or shall be paid in the manner provided for in the First Mortgage.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a renderd mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and for ower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the a surance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or reprir of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage, would be impaired, the insurance proceeds shall be applied for the sums secured by the First Mortgage, then to sums secured by the Sirst Mortgage, with the excess, if any, paid to Borrower, if the Property as I am oned by Borrower, or Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance parties offers to settle a Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or possible, whe due date of the monthly installments referred to in Paragraph 1 hereof or change the amount of such installments. If under Paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

Notwithstanding anything contained herein to the contrary, Lender acknowledges that Borrower's obligations concerning insurance under the terms of the First Mortgage are or may be different from Borrower's obligations hereunder; and, accordingly, no action taken by Borrower in compliance with the terms of the First Mortgage shall be deemed to be a default hereunder.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterloration of the Property and shall compty with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option and upon notice to Borrower may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repaires. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. inspection, Lender may make, or cause to be made, reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- 9. Concernation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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In the event of a total taking of the Property, the proceeds shall be applied first to the same secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Barrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property into ediately prior to the date of taking, with the halance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an a vard or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to colle t and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraph 1 hereof or change the amount of such installments.

- 10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded 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 Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy in der this Mortgage or
- 12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and countrative to any other right of remedy of der this Mortgage of afforded by law or equity, and may be exercised concurrently, independently or successively.

 13. Successors and Assigns Bound; Joint and Several Liability Captions. The covenants and agreements herein contained shall bind, and the rights bereunder shall inute to, respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 here if. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convening need only and are not to be used to interpret or define the provisions hereof.

 14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail address to Borrower at 1122 Central, Wilmette, I 60091
- gage shall be given by mailing such notice by certified mail address to Borrower at _

with a copy thereof will d to the Property address or at such other address as Borrower may designate by notice to Lender at provided herein, and (b) any notice to Lende, shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice of Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the run ier designated herein.

- 15. Governing Law: Severally. This Mortgage shall be governed by the laws of the jurisdiction in which the Property is located. In the event that any provision or clause of this, for gage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage, or the Note which can be given effect y along the conflicting provisions, and to this end the provisions of this Mortgage and the Note are declared to be
- Borrower's Copy. Borrower san', by furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the "cation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer", devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any lense-hold interest of three years or less not containing e.t. ption to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to the immediately due and payable. Lender shah in e.e. waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement is writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such ate: k. Lender shall request. If Lender has waived the option to accelerate provided in this Paragraph 17, and if Borrower's successor in interest ba, executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and v.c. | v.e.

 If Lender exercises such option to necelerate, Lender shall me Borrower notice of acceleration in accordance with Paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date me notice is mailed in which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender me, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 18 hereof.

18. Acceleration; Remedies. Except as provided in Paragraph 17 hereof upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender, prior to acceleration, shall mail notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the breach; (2) the act on required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailted to Borrower, by which such breach shall be cured, and (1) 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, for red sure by judicial praceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the light to assert in the foreclosure proceedings the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be intuce' acres by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable altorneys' fees, and costs of documentary evidence, abstracts and title repor's.

19. Buttower's Bights to Rejustate, Notwithstanding Lender's acceleration of the sums expend by this Mortense. Borrower shall have the right to have

19. Borrower's Rights to Reinstate. Notwithstanding Lender's acceleration of the sums step, ed by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and not as se uring Future Advances, if any, had no acceleration occured; (b) Borrower curs all breaches of any other covenants or agreements of Borrower cu, tained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this fortgage and in enforcing Lender's remedies as provided in Paragraph 18 hereof, including but not limited to, reasonable attorneys' fees; and (d) Borrower, acceleration as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's oblig the 16 pay the sum secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations seeved diereby shall remain in full force and effect as if no acceleration had occured.

20. Assumment of Rents: Appointment of Regulary: Lender's Lender in Possession As additional sacrative barrates bare by assigns to 1 ander the

20. Assignment of Rents: Appointment of Receiver; Lender in <u>Possession</u>. As additional security hereun ler, Borrower hereby, assigns to Lender the rents of the <u>Property</u>, provided that <u>Borrower shall</u>, prior to acceleration under Paragraph 18 hereof or abandos ment of the <u>Property</u>, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 18 hereof or abandonment of the Property, and at any time prior to the expirator 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. All rents collected by Lender or the property and the property and collection of rents, including, but not limited to receivers, they or nitument or receivers bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to commet only for those rents actually received.

21. Future, Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating may advance to Borrower. hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus \$ 0.000.

22. Release. Upon payment of all sums secured by this Mortgage. Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. <u>Waiver of 1</u> 24. Envi	<u>lomestead,</u> Borrower .ronmental ri	hereby waives all right of homester der attached hereto at	nd exemption in the Property. nd made a part hereof.	
IN WITNES	SS WHEREOF, the u	ndersigned Borrower has caused this	s Second Mortgage to be executed the day and year first above written.	
			Wilmette Theater Corporation	
Attest:	Warlen		By: Rehard Stein	١
THIS INSTRUMI	Secretary ENT PREPARED BY	LAKE SHORE NATIONAL BAND 605 North Michigan Avenue Chicago, Illinois 60611	K Pres.	
PATE OF ILLINOI	(S)	Manneret Cornell		
	}cc	Loan cer		
DUNTY OF COOK	}		167	

The foregoing instrument was acknowledged before me this 12 day of RICHARD APRIL. by THEATER and MARLENE STERN the SECRETARY PRESIDENT Correction, corporation, on behalf of the corporation.

Bauma ICY L. BALPIMI 24 MOTARY FURLIC STATE OF SLLIPOIS Notary Public

Comm. expires:

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Ex. A attached to THIRD MORTGAGE from Wilmette Theater Corporation, Borrower to Lake Shore National Bank, Lender.

First Mortgage and Second Mortgage: This Mortgage is subject and subordinate to the lien of a certain mortgage dated December 16, 1988 and recorded in the Office of the Recorder of Deeds of Cook County, IL as Document No. 88598071 made by Wilmette Theater Corporation as Mortgagor to Bank of Commerce & Industry securing payment of a note dated December 16, 1988 in the principal sum of One Hundred Fifty Thousand and no/100 Dollars (\$150,000) with interest at the rate of % percent per annum; and subject and subordinate to the lien of a certain mortgage dared November 1, 1989 and recorded in the Office of the Recorder of Deeds of Cook County, IL as Document No. 895401.6 made by Wilmette Theater Corporation as Mortgagor to First Illinois Bank of Wilmette securing payment of a note dated November 1, 1989 in the principal sum of Fifty Thousand and no/100 Dollars (\$50,000) with interest at the rate of _____ percent per annum (collectively first and second mortgages referred to as "First Mortgage") herein. Any act of default by the Borrower under the provision of the First Mortgage shall be deemed to be an act of default under the provisions of this Mortgage and the Lender hereunder shall be entitled to all the remedies set forth in nge.
Outhing Clark's Office Paragraph 18 of this Mortgage.

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ENVIRONMENTAL RIDER

	THIS F	RIDER	IS EXECU	TED THIS	12 DA	Y OF	April	19,8_80
AS	PART OF	TAHT	CERTAIN	THIRD	MORTGAGE			_ •

The undersigned ("Borrower") hereby agrees to give Lake Shore National Bank ("Lender") immediate notice of any violation or suspected violation of any federal, state, or local statute, rule, or regulation dealing with the presence or suspected presence of any hazardous, toxic, or environmentally dangerous substances or conditions affecting this property ("Property"). Notwithstanding any language or provision of this Mortgage or Trust Deed or this Rider to the contrary, Borrower hereby unconditionally gives Lender the right but not the obligation, and Lender does not so obligate itself, to undertake to contain and clean up releases of hazardous substances on the Property before the costs of doing so exceeds the value of the Property.

Borrower herety indemnifies and saves Lender harmless of and from any and all loss, costs (including reasonable attorney's fees), liability and damage whatsoever incurred by Lender, by reason of any violation of any applicable statute, rule or regulation for the protection of the environment which occurs upon the Property or any adjacent parcels of real estate or by reason of the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation; provided that, to the extent that Lender is strictly liable under any such statute, Borrower's obligation to Lender under this indemnity shall likewise be without regard to fault on the part of Borrower with respect to the violation of law which results in liability to the Lender. Borrower further agrees that this indemnity shall continue and remain in full force and effect beyond the cerm of the indebtedness or obligation which is secured by this Mortgage or Trust Deed and shall be terminated only when there is no Further obligation of any kind whether in law or in equity or otherwise of Lender in connection with any such environmental clean up coscs, environmental liens, or environmental matters involving the Property.

Borrower:

. DEPT-01 RECORDING

T#7777 TRAN 2225 04/19/90 11:19:00

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COOK COUNTY RECORDER

WILMETTE THEATER CORPORATION

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