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THIS INSTRUMENT WAS PREPARED BY:

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TRUSTEE MORTGAGE

**CITICORP SAVINGS**

Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone (312) 977-6000

LOAN#: 010033521

27.5

Vertical text on the left margin, possibly a reference or date.

THIS INSTRUMENT was made March 20 1990  
**AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**

~~XXXXXXXXXXXX~~ a national banking association duly authorized to accept and execute trusts in the State of Illinois, not personally, but as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said corporation (association) on pursuant of Trust Agreement dated MARCH 20, 1990 and known as Trust No. 110578-09, herein referred to as "Mortgage", and **Citicorp Savings of Illinois, a Federal Savings and Loan Association**, a corporation organized and existing under the laws of the United States, as its successors and assigns, herein referred to as "Mortgagee", WITNESSETH:

THAT, WHEREAS Mortgagee has concurrently herewith executed and delivered a promissory note bearing even date herewith, "Note" to the principal sum of ONE HUNDRED THIRTY THOUSAND AND 00/100

\$ 130,000.00 made payable to the order of the Mortgagee in and by which the Mortgagee promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, (1) any additional advances and escrows, with interest thereon as provided in the Note, made by the Mortgagee to protect the security hereunder, at any time before the release and cancellation of this mortgage, and (2) the principal sum and interest thereon at the rate and at the times and amounts as provided in the Note, to be applied first to advances and escrows then to interest, and the balance to pay off as until said indebtedness is paid in full. 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, and in absence of such appointment, then at the office of **Citicorp Savings of Illinois**.

NOW, THEREFORE, the Mortgagee to secure the payment of all sums payable under the Note and all sums payable on acceleration with the terms, provisions and limitations of this mortgage, and also in consideration of the sum of five Dollars (\$5.00) on dated paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, WARRANT, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto the Mortgagee, its successors and assigns, the following described real estate and all of its estate, right, title and interest therein, situated, lying and being in the City of Arlington Heights County of Cook and State of Illinois, to-wit:

**UNITS 4115-1A, 4115-1B, 4115-2A, 4115-2B, 4115-3A AND 4115-3B IN ARLINGTON GROVE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF THE NORTH 1/2 OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25364149 AND AMENDED FROM TIME TO TIME, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.**

I.D.# 02-01-200-083-1151, 02-01-200-083-1152, 02-01-200-083-1153,  
02-01-200-083-1154, 02-01-200-083-1155, 02-01-200-083-1156

COOK COUNTY, ILLINOIS

more commonly known as:

4115 Bonhill Drive, Arlington Heights, IL 60005

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which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all buildings, improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagee may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, doors and ranges, curtain fixtures, partitions, attached floor covering, now or hereafter thereon or thereon and all fixtures, apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single or double centrally controlled), and ventilation, including (without restricting the foregoing):

- a. if the improvements consist of a hotel, motel or furnished apartments, all other fixtures, apparatus, equipment, furniture, furnishings, and articles used or useful in connection with the hotel, motel or furnished apartment business now or hereafter conducted upon said premises; or
- b. if the improvements consist, in whole or in part, of unfurnished apartments, all other fixtures, apparatus, equipment and articles of the type and character customarily furnished by landlords to tenants or occupants of unfurnished apartment properties in the municipality in which the premises are located; or
- c. if the improvements consist of a residence, other than an apartment type building, all washing machines, clothes dryers, waste disposal units, attached fans, ducts, automatic dishwashers, and radio and television aerials; or
- d. if the improvements consist of a commercial building, manufacturing plant or other type of improvements useful for industrial or commercial purposes, all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the premises as distinguished from fixtures which relate to the use, occupancy and enjoyment of the premises.

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It being understood that the enumeration of any specific articles of property shall not, where such is so stated, exclude any items of property not specifically mentioned. All of the land, estate and property hereinafter described, real, personal and mixed, whether affixed or unaffixed to real estate where otherwise hereinafter specified, and all rights hereby conveyed and mortgaged are intended to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this mortgage be deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under any statute of limitation and under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagee does hereby release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT

1. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc. Mortgagee shall be promptly notified by the mortgagor of any building or improvements now or hereafter on the premises which may become damaged or be destroyed, or require repairs or need maintenance and repair, without waste, and free from mechanical liens or other liens or claims for liens not expressly subordinated to the lien hereof, or any other such liens or claims which may be asserted 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 Mortgagee, or, complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, or comply with all requirements of law, municipal ordinances, or other laws of record with respect to the premises and the use thereof, or make no material alterations in said premises except as required by law or municipal ordinance, or suffer or permit or discharge on the premises, without Mortgagee's written consent, or without an order of a court of competent jurisdiction, any act or omission which, in the opinion of the Mortgagee, affects its security herein, or to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which Mortgagee may participate in any capacity by reason of this Mortgage, or may suffer or permit, without Mortgagee's written consent, or any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property, or a substantial part thereof, or any right, title, interest in and to any of the improvements, apparatus, fixtures or equipment which may be found on or upon the premises, or any change in the nature or character of the operation of the premises which will increase the intensity of the use hereof, and the change or alteration of the exterior and interior of a building or arrangement, but not to the exclusion of others, which may constitute a nuisance.

2. Sale or Transfer of Premises or Interest Therein. Mortgagee agrees and understands that if there shall occur an event of default under this Mortgage and the mortgagor fails to remedy the same within the time specified in the Mortgage, or any deficiency of the Mortgagee shall, in any event, be a beneficial interest in, or otherwise suffer or permit any equitable or beneficial interest in the premises to become vested in any person or persons, firm or corporation or other entity, or assigned in law or equity other than the Mortgagee or the present beneficiary or beneficiaries, or which may be or be intended to attach to the premises or the beneficial interest in the premises other than the lien of this Mortgage, including taxes and assessments not yet due and payable, or any article of agreement for deed or other installment contract for deed, lot or beneficial interest or land unit as it in the premises are retained, in whole or in part, and if interest of a partnership, if any, owning all or a portion of the beneficial interest in the Mortgagee is any stock or a corporation, or any holding all or a portion of the beneficial interest in the Mortgagee is assigned, transferred, or liquidated, its status in the part.

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

4. Insurance. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured with the indebtedness secured by this Mortgage in full, and in case of fire, lightning, and other perils of fire, theft, burglary, or other loss, or damage by fire and such other hazards as may reasonably be required by Mortgagee, including, without limitation, on the generality of the foregoing, war damage insurance, whenever in the opinion of Mortgagee such protection is necessary. Mortgagee shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may require and if required by Mortgagee, fire and theft, which will assume coverage for loss of rental income for twelve (12) consecutive months. All policies of insurance to be furnished hereunder shall be in form, conditions and amounts satisfactory to Mortgagee, but in no event less than the amount needed to pay in full the indebtedness secured hereby, with Mortgagee's charges attached to all policies in any or all of the forms satisfactory to Mortgagee, including a provision insuring that the coverage provided hereby shall not be terminated or materially modified without ten (10) days' prior written notice to the Mortgagee. Mortgagee shall deliver all policies, including additional and general policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

5. Tax and Insurance Deposits. In order to insure the security of this Mortgage and to give the security to the Mortgagee for the payment of real estate taxes, assessments, general and special, water and sewer charges, and insurance premiums for all insurances applicable to the mortgaged premises, Mortgagee agrees to pay to Mortgagee, at such place as Mortgagee may from time to time in writing appoint and to the advantage of such appointment, then at the office of the Mortgagee in Chicago, Illinois, each month at the due date of the monthly payments of principal and interest as provided for under the Note, in addition to paying the principal and interest provided for under the Note, such amount as determined by Mortgagee, in such manner as the Mortgagee may prescribe, to provide security for the payment of the general real estate taxes, assessments, general and special, water and sewer charges, and insurance premiums for all insurances applicable to the premises. Mortgagee shall deposit at least 60 days prior to the due date of any such real estate tax, assessment, general and special, water or sewer charges, or insurance premiums or interest or assessments or payment, such additional sums as may be necessary to provide Mortgagee with sufficient funds in such deposit account to pay such obligations at least ten (10) days in advance of the due date thereof.

If at any time the amount of the real estate taxes, assessments, general and special, water and sewer charges or insurance premiums are increased or Mortgagee receives information that the same will be increased, and if the monthly deposits then being made by Mortgagee for this purpose, if continued would not make up a fund sufficient in the opinion of the Mortgagee to pay such item 60 days prior to its due date, said monthly deposits shall thereupon be increased and Mortgagee shall deposit immediately with Mortgagee on demand such additional sums as are determined by the Mortgagee so that the moneys then on hand for the payment of said item plus the unexpended monthly payments and such additional sums deposited shall be sufficient to pay the same. Mortgagee shall have received from Mortgagee adequate amounts to pay such item at least 60 days before the same becomes due and payable. For the purpose of determining whether Mortgagee has on hand sufficient moneys to pay any particular item at least 60 days prior to the due date thereof, deposits for each item shall be treated separately, it being the intention that Mortgagee shall not be obligated to use moneys deposited for the payment of an item not yet due and payable for the payment of an item that is due and payable.

Notwithstanding the foregoing, it is understood and agreed that deposits provided for hereunder may be held by Mortgagee in a single fund interest bearing account, and that Mortgagee at its option may, if Mortgagee fails to make any deposit required hereunder, use deposits for one item for the payment of another item then due and payable. All such deposits shall be held in escrow by Mortgagee and shall be applied by Mortgagee to the payment of the said real estate taxes, assessments, general and special, water and sewer charges, and insurance premiums, when the same become due and payable. The said deposits shall bear no interest. Failure to pay any of the aforesaid monthly deposits for 10 days after they are due, or failure to pay any of the aforesaid additional deposits for 5 days after demand by Mortgagee, shall be an event of default under the Note secured by this Mortgage and under this Mortgage, in which event all remedies under the Note secured by this Mortgage and this Mortgage may be immediately exercised by the Mortgagee and, further, all moneys on hand in the deposit fund may, at the option of Mortgagee, be applied in reduction of the indebtedness under the Note secured by this Mortgage.

If the funds so deposited exceed the amount required to pay such taxes, assessments, general and special, water and sewer charges, and insurance premiums for any year, the excess shall be applied on a subsequent deposit or deposits. The Mortgagee further agrees that Mortgagee shall not be required to make payments for which insufficient funds are on deposit with the Mortgagee. Mortgagee agrees that nothing herein contained shall be construed as requiring the Mortgagee to advance other moneys for such purpose and the Mortgagee shall not incur any liability for anything it may do or omit to do.

Upon an assignment of this Mortgage, Mortgagee shall have the right to pay over the balance of such deposits in its possession to the assignee and Mortgagee shall thereupon be completely released from all liability with respect to such deposits and Mortgagee shall look solely to the assignee or transferee with respect thereto. This provision shall apply to every transfer of such deposits to a new assignee. Upon full payment of the indebtedness under the Note secured by this Mortgage and the Mortgagee or at any prior time at the election of the then holder of the Note and this Mortgagee, the balance of the deposits in its possession shall be paid over to the record owner of the premises at the time of payment and no other party shall have any right or claim thereto in any event.

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6. Mortgagee's Interest In and Use of Deposits. In the event of a default in any of the provisions contained in this mortgage in the State the Mortgagee may at its option, without being required to first apply any moneys at the time on deposit pursuant to paragraph 5 hereof, as any sum or sums of the same may be applicable, on any of Mortgagee's obligations herein or on the Note contained in such order and manner as the Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagee or to the first order of holders of the mortgaged premises. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be held in trust to be used as may be applied by the Mortgagee for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagee or lender, however, that the Mortgagee shall not be liable for any failure to apply to the payment of taxes, assessments, water and sewer charges and insurance premiums any amount so deposited unless Mortgagee, while not in default hereunder, shall have requested Mortgagee in writing not less than thirty (30) days prior to the due date thereof to make application of such funds to the payment of the particular taxes, assessments or insurance premiums the payment of which they were deposited, as signified by the bills for such taxes, assessments and insurance premiums.

7. Mortgagee's Right to Act. If Mortgagee fails to pay any claim, lien or encumbrance which shall have a prior lien to the lien of this mortgage, or to pay, when due, any tax or assessment, or any insurance premium, or to keep the premises in repair, as aforesaid, or shall demand or permit a sale, or if there be commenced any action or proceeding affecting the premises of the title therein, then Mortgagee, at its option, may pay such claims, liens, encumbrances, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear on any such action or proceeding and retain control thereof, and take such action thereon as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof. Mortgagee will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this paragraph, together with interest on each such advance at the rate set forth in the Note, and all such sums and interest thereon shall be secured hereby.

8. Adjustment of Losses with Insurer and Application of Proceeds of Insurance. In case of loss, the Mortgagee is authorized, at its option, to procure or to cause to be procured, on behalf of the lender, or the lender's assignee, as the case may be, a policy or policies of fire and theft insurance, and to settle, collect, compromise and adjust, and to retain any claim under such insurance policies without consent of Mortgagee, or to allow Mortgagee to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance moneys. Mortgagee agrees to such upon demand by Mortgagee, all receipts, vouchers and releases required of him by the insurance company. If a Mortgagee is obligated to replace or repair the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be made to the benefit of the Mortgagee, in such damage or destruction does not result in cancellation or termination of such lease, or the insurance is not being available as to the insured, and if such proceeds are sufficient to restore or replace the damaged or destroyed buildings or improvements in the judgment of Mortgagee, and if proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall be used to reimburse Mortgagee for the cost of restoring or reconstruction of buildings and improvements on said premises. In all other cases, such insurance proceeds may, at the option of Mortgagee, either be required in reduction of the indebtedness secured hereby, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagee for the cost of the restoring or reconstruction of buildings or improvements on said premises. The buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same in character as prior to such damage or destruction. In the event Mortgagee is entitled to reimbursement out of insurance proceeds, such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such other certificates, vouchers of bills, contracts, sworn statements and other evidence of cost and of payments as the Mortgagee may reasonably require and approve, and if the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured hereby, with all plans and specifications for such rebuilding or reconstruction as the Mortgagee may deem proper and approve. No payment made prior to the final completion of the work shall exceed seventy percent (70%) of the value of the work performed, from time to time, and at all times the undistributed balance of such proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay the cost of completion of the work free and clear of lien.

In the case of loss after fire insurance proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be used to pay the amount due in connection with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the holder of the equity of redemption if he shall then be entitled to the same as to the said mortgage. In case of the foreclosure of this mortgage, the court in its decree may provide that the mortgagee's cause attached to each of said insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss hereunder payable to said creditor and any such foreclosure decree may in that regard, that in case of one or more succeeding fires under said decree, pursuant to the statute in such case made and provided, then and in every such case each successive order may cause the proceeds of such decree attached to such insurance policy to be cancelled and a new loss clause to be attached to the same, making the loss thereunder payable to such creditor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagee, to assign and sell all insurance policies to the purchaser of the same, to take such other steps as Mortgagee may deem advisable, to cause the benefit of such purchase to be made solely by any of the said insurance policies.

9. Stamp, Transfer or Revenue Tax. If by the laws of the United States of America, or of any state having jurisdiction over the Mortgagee or the premises, any tax is due or becomes due in respect of the execution of the Note or this Mortgage or the recording thereon, the Mortgagee covenants and agrees to pay such tax in the manner required by any such law. The Mortgagee further covenants and agrees to indemnify the Mortgagee, its successors or assigns, against any liability incurred by reason of the imposition of any such tax.

10. Prepayment Privilege. At such time as the Mortgagee is not in default either under the terms of this mortgage or under the terms of this Mortgage, the Mortgagee shall have such privilege of making prepayments on the principal of the Note, in addition to the regular payments as may be provided in the Note, and in accordance with the terms and conditions, if any, set forth in the Note.

11. Effect of Extensions of Time. If the payment of said indebtedness or any part thereof be extended or delayed in any part of the term or term to be renewed, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to answer for such extensions, variations or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of redemption of all such premises being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

12. Effect of Changes in Laws Regarding Taxation. In the event of the enactment after this date of any law of the State in which the premises are located deducting from the value of land for the purpose of taxation any lien herein, or imposing upon the Mortgagee the payment of the value of any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagee, or changing in any way laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, such law shall not affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, the Mortgagee, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor, provided, however, that if in the opinion of counsel for the Mortgagee or if might be unduly to require Mortgagee to make such payment or if the making of such payment might result in the imposition of interest in excess of the maximum amount permitted by law, then, and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagee, to declare all of the indebtedness secured hereby to be void because due and payable sixty (60) days from the date of giving of such notice.

13. Mortgagee's Performance of Defaulted Acts. In case of default thereon, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagee in any form and manner deemed expedient by Mortgagee, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or claim thereof, or redeem from any tax sale or foreclosure affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest then applicable to the indebtedness secured by this Mortgage. Failure of Mortgagee shall never be construed as a waiver of any right accruing to it on account of any default on the part of Mortgagee.

14. Mortgagee's Reliance on Tax and Insurance Bills, Etc. Mortgagee in making any payment is hereby authorized, in dealing with taxes, assessments and insurance premiums, according to any bill, statement or estimate procured from the appropriate public officer or vendor without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, insurance premium, sale, forfeiture, tax lien or other claim thereof; or to purchase, discharge, compromise or settle any other prior lien, without inquiry as to the validity or amount of any claim the lien whereon may be asserted.

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16. Acceleration of Indebtedness in Case of Default. If a default is made for fifteen (15) days in the due and punctual payment of the Note, or any installment due in accordance with the terms hereof, either of principal or interest, or if the Mortgagee shall file a petition in voluntary bankruptcy under the United States Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or an order of involuntary bankruptcy or insolvency to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within the 10 days as hereinafter provided, or if the Mortgagee shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Mortgagee or for all of its property or the major part thereof, or any involuntary proceeding of any court shall have taken jurisdiction of the property of the Mortgagee or the major part thereof in any involuntary proceeding for the reorganization, liquidation, liquidation or winding up of the Mortgagee, and such trustee or receiver shall not be discharged or such proceedings relinquished or vacated or stayed or appeal or otherwise stayed within ten (10) days; or if the Mortgagee shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof, or a default shall be made in the due observance or performance of any order of the court, any agreement, or conditions hereinafter or hereinafter contained, required to be kept or performed or observed by the Mortgagee and the same shall continue for three (3) days, then and in every such case the whole of said principal sum hereby secured shall at once, at the option of the Mortgagee, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagee.

17. Foreclosure Expense of Litigation. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, 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, appraiser's fees, outlays for documentary and expert evidence, stamp taxes, charges, purchase taxes, and other costs, which may be estimated as to items to be expended after entry of the decree of foreclosure, all in addition to title, deed, transfer and recording taxes, title insurance policies, Torrens certificates, and similar data and accessories with respect to title as Mortgagee may deem reasonably necessary in order to prosecute such suit or to evidence its title at any sale which may be had pursuant to such decree, the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said premises and the maintenance of the lien of this mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or said premises, including out-of-pocket and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding of the kind aforesaid or proceedings, whether or not actually commenced, shall be immediately due and payable by Mortgagee, with interest thereon at the rate applicable to the indebtedness secured by this Mortgage and the same shall be secured by this Mortgage.

18. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an amount of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; and, all other items which under the terms hereof constitute secured indebtedness additional to that mentioned by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any amount payable to Mortgagee, its successors or assigns, as their rights may appear.

19. Appointment of Receiver. Upon, or at any time after the filing of a complaint to foreclose this 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, with or without regard to the validity or invalidity of Mortgagee at the time of application. In such receiver and without regard to the true value of the premises or whether the same shall be found to be a lien or not, and the Mortgagee, or any holder of the Note 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 to use of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, except for the interests of said receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or usual in such cases for the proper sale, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize or direct the receiver to apply the net income in his hands in payment of whole or in part of the indebtedness secured hereby, or by any decree hereinafter made, or any tax, special assessment or other lien which may be or become superior to the lien hereof, and such decree provided such application is made prior to the foreclosure sale, or the deficiency in case of a sale and deficiency.

20. Assignment of Rents and Leases. To further secure the indebtedness secured hereby, Mortgagee does hereby well assign and transfer unto the Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any leases, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to, of which may be made or agreed to by the Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all of such leases and agreements, and all of the rents, issues and profits thereunder, unto the Mortgagee, and Mortgagee does hereby appoint as receiver of the Mortgagee its true and lawful attorney in its name and stead, with full power to take possession of the premises as provided in paragraph 19 hereof, to rent, lease or let all or any portion of said premises to any party or parties, at such rental and upon such terms as said Mortgagee shall think fit, to hold, determine, and to collect all of said rents, issues and profits arising from or accruing at any time hereafter, and all such due or to be due hereafter, to be used under each and every of the leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on said premises, with the same rights and powers and subject to the same limitations, covenants, conditions of validity and rights of recourse and indemnity as the Mortgagee would have upon taking possession pursuant to the provisions of paragraph 19 hereof.

The Mortgagee represents and agrees that no rent has been or will be paid by any person in possession of any portion of the above described premises for more than one installment in advance and that the payment of more of the rents to a creditor for the use of the said premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Mortgagee. The Mortgagee waives any rights of set-off against any person in possession of any portion of the above described premises. If any lease provides for the advance payment of rent during the term of the premises, deemed thereunder by reason of fire or other casualty, the Mortgagee shall furnish to the Mortgagee such receipts, and the policies to be in amount and form and written by such insurance companies as shall be satisfactory to the Mortgagee. Mortgagee agrees that it will not assign any of the rents or profits of said premises, except to a purchaser or grantee of the premises.

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee in possession, or the effect of the taking of actual possession of the premises by the Mortgagee pursuant to paragraph 19 hereof. In the exercise of the power herein granted the Mortgagee's responsibility shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagee.

The Mortgagee further agrees to assign and transfer to the Mortgagee all future leases upon all or any part of the premises, in written or verbal form, to execute and deliver, at the request of the Mortgagee, all such further assurances and assignments in the premises as the Mortgagee shall from time to time require.

Although it is the intention of the parties that the assignment contained in this paragraph be an present assignment of the rents, issues and profits, and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until a default shall exist hereunder.

21. Mortgagee's Right of Possession in Case of Default. In any case in which under the provisions of this Mortgage the Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagee shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof, personally, or by its agents or attorneys, as for redemption hereof, and Mortgagee in its discretion may, with or without notice and with or without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all documents, deeds, records, papers and accounts of the Mortgagee or then owner of the premises relating thereto, and may exclude the Mortgagee, its agents or attorneys, wholly therefrom and may as attorney in fact or agent of the Mortgagee, or in its own name as Mortgagee, and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof, either personally or by its agents and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the rents, issues, profits, and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and a writ of assistance for rent, hereby granted full power and authority to execute each and every of the rights, privileges and powers herein granted at any and all times to and after, with or without notice to the Mortgagee, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagee to cancel the same, to void or disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof, to make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the premises as to it may seem judicious, wise and reasonable, the same and all such incident to Mortgagee's possession, operation and management thereof and to receive all of such rents, issues and profits.

The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligations, duty or liability under any leases, and the Mortgagee shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms,

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...of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and the Mortgagor shall reimburse the Mortgagee therefor immediately upon demand.

21. **Application of Income Received by Mortgagee.** The Mortgagee in the exercise of the rights and powers hereinafter conferred upon it by paragraph 19 and paragraph 20 hereof shall have full power to use and apply the avails, rents, issues and profits of the premises to the payment of all or any amount of the following, in such order as the Mortgagee may determine:

- a. to the payment of the operating expenses of said property, including cost of management and leasing thereof, which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, established claims for mortgages, if any, and premiums on insurance heretofore authorized;
- b. to the payment of taxes and special assessments now due or which may hereafter be due for said premises;
- c. to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, including the cost from time to time of installing or replacing refrigeration and gas or electric stoves thereon, and of placing said property in such condition as will, in the judgment of the Mortgagee, make it readily rentable;
- d. to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

22. **Mortgagee's Right of Inspection.** Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

23. **Late Charge.** In the event the Mortgagor shall, from time to time, accept payment of any installment required on the Note and under this Mortgage which is in arrears, Mortgagee may collect a "late charge" as provided for in the Note to cover the extra expense involved in collecting delinquent payments, provided, however, that nothing in this paragraph contained shall authorize the Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

24. **Condemnation.** Mortgagee hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the mortgaged property taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagee to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagee for the cost of the rebuilding or restoring of buildings or improvements on said premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. If the Mortgagee is obligated to restore or rebuild or damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be in or to the use of this Mortgage and if such taking does not result in cancellation or termination of such lease, the award shall be used to reimburse Mortgagee for the cost of the rebuilding or restoring of buildings or improvements on said premises, provided Mortgagee is not then in default under this Mortgage. In the event Mortgagee is required or authorized, either by Mortgagee's election as aforesaid, or by virtue of any such lease, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in paragraph 19 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagee shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect, out of the proceeds of the award, a percentage on the amount prepaid, at the same rate as though Mortgagee had elected at the time of such application of proceeds, or if Mortgagee then has no such election, at the first succeeding date on which Mortgagee could be elected to prepay the indebtedness in accordance with the terms of the Note secured hereby.

25. **Release upon Payment and Discharge of Mortgagor's Obligations.** Mortgagee shall release this mortgage and the lien thereon upon payment and discharge of all indebtedness secured hereby, and payment of a reasonable fee to Mortgagee for the preparation and execution of such release.

26. **Giving of Notice.** Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Mortgagor at the mortgaged premises, as designated by street address, or to the Mortgagee, at its principal office in Chicago, Illinois, in the attention of the office of the Vice President in charge of all any real multi-family real estate loans and specifying the loan number, or at such other place within the United States as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder. Any notice given by the Mortgagee shall be deemed given on the date the same is deposited in the United States mails.

27. **Waiver of Defense.** No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be available and available to the party interposing same in an action at law upon the Note hereby secured.

28. **Waiver of Statutory Rights.** Mortgagor shall not and will not apply for or avail itself of any appointment, valuation, stay, extension, or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the mortgaged property marshaled upon any foreclosure which has been or may hereafter be instituted, and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. **THE MORTGAGEE (GUTH HERBERT WALKER AND ASSOCIATES) HEREBY RELEASES AND WAIVES ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE HEREIN AND TO THE EXTENT PERMITTED BY THE ILLINOIS STATUTES, GRANTED ON BEHALF OF THE MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS HERETOFORE OR HEREAFTER INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PREMISES OR IN HEREDITHERIN IN THE FUTURE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE ILLINOIS STATUTES.**

29. **Mortgagee's Lien for Service Charges and Expenses.** At all times, regardless of whether any loan proceeds have been disbursed to the Mortgagor, in addition to any loan proceeds disbursed from time to time, the payment of any and all such service charges, operating charges, regulated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan to be secured hereby, and in accordance with the application and loan commitment issued in connection with this transaction.

30. **Furnishing of Financial Statements to Mortgagee.** Upon request, Mortgagor shall furnish to Mortgagee, a semi-annual operating statement of income and expense of the mortgaged premises signed and certified by the Mortgagor's beneficiary or beneficiaries.

31. **Cumulative Rights.** Each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith.

32. **Hending on Successors and Assigns.** The lien of this Mortgage and all of the provisions and conditions contained herein shall extend to and be binding upon all successors and assigns of the Mortgagor. The word "Mortgagor" when used herein shall include the successors and assigns of the Mortgagor named herein, and the holder or holders, from time to time, of the Note secured hereby.

33. **Captions.** The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

THIS MORTGAGE is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and said Corporation, Association, hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the part of Mortgagee or on said Corporation, Association, personally to pay the Note or any interest that may accrue thereon, or any indebtedness or to pay hereunder, or to perform any covenant either express or implied herein contained, or being understood and agreed that each of the provisions hereof, except the warranty hereinafter contained in this execution clause, shall constitute a condition attached to a covenant or covenants, regardless of whether the same may be recited in language of a promise or covenant or agreement, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors and said Corporation, Association, personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness securing hereunder shall look solely to any one or more of: 1. the premises hereby conveyed and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided; 2. any other security given to secure said indebtedness; or 3. the personal liability of the guarantor, co-signor, surety or endorser, if any.

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AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

IN WITNESS WHEREOF, not personally but as Trustee as aforesaid, has caused these presents to be signed by its and its corporate seal to be hereunto affixed and attested by its this 20th day of March

19 90 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

ATTEST [Signature]

not personally, but as Trustee as aforesaid [Signature]

STATE OF ILLINOIS COUNTY OF Cook

I, [Notary Name], a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY, that [Signatories] of said Corporation/Association who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such, 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 Corporation/Association, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said [Signatories] then and there acknowledged that they, as trustees of the corporate seal of said Corporation/Association, did affix the corporate seal of said Corporation/Association to said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation/Association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this [Date] day of [Month], 19[Year]. My Commission Expires: [Date] [Signature] Notary Public

OFFICIAL SAVINGS FOLIO LIST A PART 4

Mail to Box 165

TRUSTEE MORTGAGE

To Citicorp Savings of Illinois A Federal Savings and Loan Association

Upon Property Located at: 4115 Bernhart Drive Arlington Heights, IL 60005

Corporate Office One South Dearborn Street Chicago, Illinois 60603 312-977-5000

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