## FORM NO. 103 February, 1988

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THIS INDENTURE, ma	ade April 26		19.90 , betwe	en	
	nal Bank and Tru	ust Company	of Chicago	<u>,</u>	
	hut solely as T				
Trust #110581-0	)4 under Trus	st Agreeme	nt dat 84	[6/ <b>9</b> 0	
(NO. AND S herein referred to as "Mo	STREET) Ameri	(CITY)	(STATE)	_	
herein referred to as "Mo Trust Company o				-   	
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existing under		(CITY)	(STATE)	-   \$16.0	0
herein referred to as "Mo	rtgagee," witnesseth:			Abo	e Space For Recorder's Use Only
THAT WHEREAS	the Mortegeors are justly	y indebted to the M	ortgagee upon t	ne installment note of ev	en date herewith, in the principa
Three Hundred T (\$ 350,000.00					
sum and interest at the r	), payable to the orde	er of and delivered to provided in said note.	ine Mortgagee, i with a final payn	n and by which hote the h ent of the balance due of	fortgagors promise to pay the said the 31st day of December
19 <u>95</u> , and all of said prin	c pa' and interest are mad	le payable at such pla	caus the holders	of the note may from tim	to time, in writing appoint, and ingo, 1111nois 60690
of such appointment, their	n at their ffice of the Morte	gagee at 33 Nor	en Lasail	Street, Unica	go, 1111no18 00090
and limitations of this mo	ortgage, and the performa of One Dollar in hand paid pages's successor and assi	ance of the covenant 1, the receipt whereof ions, the following de	s and agreement f is hereby acknow escribed Real Est	ricerein contained, by in viedged, do by these presi ite and all of their estate, i	est in accordance with the terms, p Mortgagors to be performed, at nts CONVEY AND WARRANT ight, title and interest therein, situ —— AND STATE OF ILLINOI
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- 1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured 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 the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens betein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgage in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, 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 (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
- 4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability inturied by reason of the imposition of any tax on the issuance of the note secured hereby.
- 5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors small have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
- 6. Mortgagors shall ken all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm on ter policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the sum or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in care of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 7. In case of default therein, Mortgage e may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and only, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, commonise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture 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 connect on therewith, including attorneys' 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 ther on at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
- 8. The Mortgagee making any payment hereby aution and relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office with an inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or tiple or daim thereof.
- 9. Mortgagors shall pay each item of indebtedness herein nent.oned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwith-standing anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (a) year default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. 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 expense which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of file, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title is Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this para produced shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and law's ruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or now indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such light to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
- 11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are meritined in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note, fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- 12. 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, without retard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee 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, in case 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 Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- 14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- 15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
- 16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from once to time, of the note secured hereby.

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This Mortgage is executed by the American National Bank and Trust Company of Chicago, 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 American National Bank and Trust Company of Chicago, 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 said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, 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 First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assis.an Secretary, the day and year first above written.

	AME	RICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
	J. J	rustee as aforesaid and not personally,
	"OFFICIAL SEAL"	By / Mierre
	& Sovienski	Vice-President
	Mother Politic State of the	nois }
	M. Commission (spires 6/2	MOZATITIST IN THE THEO
STATE OF ILLINOIS		Assessed Secretary
COUNTY OF COOK   ss.		•
t.	due .	a Notary Public, in and for said County, in the State aforesaid,
<b>a</b> g	Poter II	a rectary i worte, in alto tot sale County, in the State atotesale,
DO HEREBY CERTIFY, that		Vice-President of the AMERICAN NATIONAL BANK AND TRUST
COMPANY of Chicago and	Anita M. Lutkus	Assistant Community of solid Community and Suppose the base of
		Assistant Secretary of said Company, who are personally known
		ing instrument as such Vice-President, and Assistant Secretary,
		hat they signed and delivered the said instrument as their own free and stee as aforcase, for the uses and purposes therein set forth; and the
said Assistant Secretary then and	there acknowledged that he, as custod	ian of the corporate seal of said Company, did affix the corporate seal
		id as the free and ve untary act of said Company, as Trustee as aforesaid,
for the uses and purposes therein		
		(Q <sub>40</sub> c 1990)
GIVEN und	ler my hand and notorial soal, this	day of ADM 40 1340
() 1 L 1 U U U	or my nume and notation scar, misc	day of AP.R 26 1990
		J. M. Sommerski
Form 1308 R.4/89		Notery Public
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## **UNOFFICIAL COPY**

## EXHIBIT A

LOTS 5, 6, 7 AND 8 IN BLOCK 1 IN FURNER'S ADDITION TO AUSTIN, BEING A SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property address: 5223-27 West North Avenue, Chicago, Illinois

2st North Avenue, (
0); 16-04-107-004-0000,

OR CONTROL OF CONTROL Tax 10 # s: 16-04-107-003-0509; 16-04-107-004-0000; 16-04-107-005-0000; 16-04-107-006-0000; 16-04-107-0000;

## UNOFELCALATION PY 1 5 3

THIS LOAN IS DUE AND PAYABLE ON December 31, 1995. THE MORTGAGOR MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THE MORTGAGOR WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS, OR MORTGAGOR WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THE MORTGAGE SECURED BY THIS NOTE ON ITS BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT DECREE OR JUDGEMENT CREDITORS OF THE MORTGAGOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES SUBSEQUENT TO THE DATE OF THIS NOTE.

THE MOITGAGOR REPRESENTS THAT THE PROCEEDS OF THIS NOTE WILL BE USED FOR THE PURPOSES SPECIFIED IN SECTION 6404 (1) (C) OF CHAPTER 1/OF THE ILLINOIS REVISED STATUTES AND THAT THE PRINCIPAL OBLIGATION EVIDENCED HEREBY CONSTITUTES A BUSINESS LOAN WHICH COMIS WITHIN THE PURVIEW OF SAID SECTION.

THE MORTGAGOR SHALL NOT SELL ASSIGN PLEDGE TRANSFER MORTGAGE OR OTHERWISE ENCURSER ALL OR ANY PORTION OF THE PROPERTY OR ANY INTEREST THEREIN NITHOUT THE PRIOR WRITTEN CONSENT OF THE LENDER.

IN THE EVENT THE UNDERSIGNED TRANSFERS THE TITLE OR ANY PART THEREOF OR ANY INTEREST THEREIN, LEGAL OR EQUITABLE, OR IF THE UNDERSIGNED EXECUTES PRICLES OF AGREEMENT FOR DEED, OR A CONTRACT OF SALE FOR THE PROPERTY DESCRIBED IN THE TRUST DEED OR MORTGAGE GIVEN TO SECUPE THIS SECURITY INSTRUMENT, OR UPON ASSIGNMENT OF THE BENEFICIAL INTEREST OF THE TRUST UNDER WHICH TITLE TO SAID PROPERTY IS OR SHALL BE HELD. TO ANY PERSON, CORPORATION, OR ENTITY OFFICE THAN TO THE UNDERSIGNED. OR A CORPORATE LAND TRUSTEE HOLDING TITLE SOLELY FOR THE BENEFIT OF THE UNDERSIGNED, THE THEN BALANCE OF PRINCIPAL AND INTEREST HEREUNDER REMAINING UNPAID SHALL, IMMEDIATELY BECOME DUE AND PAYABLE, AND UPON DEMAND BY THE HOLDER OF THIS NOTE, AND MORTGAGE OR TRUST DEED, THE UNDERSIGNED PROMISES TO PAY THE SAME FORTHWITH.

AT SUCH TIME AS THE MORTGAGOR IS NOT IN DEFAULT UNDER THE TERMS OF THE MORTGAGE OR THE NOTE SECURED HERRING, MORTGAGOR SHALL HAVE THE RIGHT TO PREPAY ANY OR ALL AMOUNTS DUE UNDER THE NOTE, WITHOUT PENALTY.