

UNOFFICIAL COPY

Being recorded to add signature of La Salle National Bank, as

NOW, THEREFORE, to secure the performance and observance by the Mortgagor of all the terms, covenants and conditions in the Note, in the Loan Agreement and in this Junior Mortgage, and in order to charge the properties, interests and rights hereinafter described with such consideration, the Mortgagor has executed and delivered this Junior Mortgage and does hereby grant, convey, assign, Junior Mortgage, grant a security interest in, and confirm into the Mortgagee and its successors and assigns forever, all of the following described property (which is hereinafter sometimes referred to as the "Mortgaged Property").

WHEREAS, the Mortgagor has executed and delivered to the Mortgagee a secured promissory note in the principal amount of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) (the "Loan") payable to Mortgagee, and of even date herewith (the "Note"); and WHEREAS, the Mortgagee is desirous of securing the payment of the indebtedness secured by the Note, together with interest thereon in accordance with the terms of the Note, and the Loan Agreement, and any additional indebtedness accruing to the Mortgagee on account of any future payments, advances or expenditures made by the Mortgagee pursuant to the Note, the Loan Agreement or this Junior Mortgage; and

A L L I E S E E H

All capitalized terms, unless defined herein, shall have the same meanings as are set forth in that certain Illinois Revolving Loan Agreement (the "Loan Agreement"), dated as of February 22, 1990 between Mortgagor and Mortgagee.

THIS JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (the "Junior Mortgage") is made as of February 22, 1990, from Tadeusz Kowalczyk d/b/a Orbit Restaurant and Lounge, a Sole Proprietorship (the "Mortgagor"); to the City of Chicago, a municipal corporation, having its principal office at City Hall, Chicago, Illinois 60602 (hereinafter called the "Mortgagee" or the "City").

LA SALLE NATIONAL BANK AS TRUSTEE AND THE INDIVIDUALLY UNDER HEREIN. 22.057  
JUNIOR MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

This instrument prepared by and after recording should be returned to:  
J. Edward Walker  
City of Chicago  
Office of the Corporation Counsel  
121 North LaSalle Street  
Room 511  
Chicago, Illinois 60602

26.00

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BOX 333

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L# 7220995-D-6

D.L. / [Signature]

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Property of Cook County Clerk's Office

(A) All those certain tracts, pieces or parcels of land and the easements, if any, located at 2934-54 North Milwaukee a/k/a 2913-25 North Central Park Avenue Chicago, Illinois and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Land");

(B) All structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures of every kind and nature whatsoever which are or shall be attached to said buildings, structures or improvements, and now or hereafter owned by the Mortgagor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing, (the "Improvements");

(C) The rents and issues of the Land and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of the Mortgagor, in and to the same;

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Mortgagor, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

WITHOUT limitation of the foregoing, the Mortgagor hereby further grants unto the Mortgagee, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in all of the above-described property, which are or are to become fixtures.

THIS JUNIOR MORTGAGE IS GIVEN TO SECURE: (a) payment of the indebtedness evidenced by the Note secured hereby, and (b) performance of each and every of the covenants, conditions and agreements contained in this Junior Mortgage, in the Note, in the Loan Agreement and in any other agreement, document or instrument to which reference is expressly made in this Junior Mortgage or which secures the Note.

AND the Mortgagor covenants and agrees with Mortgagee that:

ARTICLE I

1.01 Taxes and Assessments

(a) The Mortgagor will pay when due all general taxes and assessments, special assessments, water charges and all of the charges against the premises and shall, upon written request, furnish to Mortgagee evidencing payment thereof, provided that Mortgagor may, in good faith and with reasonable diligence contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

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Notwithstanding anything hereinbefore to the contrary, it is mutually agreed between Mortgagor and Mortgagee that so long as

1.04 Assignment of Rents

(e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Mortgagor will promptly restore the Mortgaged Property to the equivalent of its condition prior to the casualty.

(d) The Mortgagor will promptly comply, and cause the Mortgaged Property and the occupants or users thereof to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof or the use or occupancy thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property, or any part thereof or the use or occupancy thereof.

(c) The Mortgage (or its representatives) has the right, subject to the rights of tenants, to inspect the Mortgaged Property during normal business hours upon twenty-four (24) hours prior written notice to Mortgagor, and access thereto shall be permitted for that purpose.

(b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Mortgagor will immediately give written notice of the same to the Mortgagee.

(a) The Mortgagor will preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. The Mortgagor will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

1.03 Care of the Property

The Mortgagor shall keep the Mortgaged Property continuously insured in such amounts and against such risks as the City may from time to time reasonably require, paying the premiums for said insurance as they become due. Policies of insurance shall name the City as an additional party insured and all proceeds thereunder in the case of loss or damage shall be payable to the City pursuant to a standard non-contributory Mortgagee loss payable clause. All policies of insurance required hereunder shall provide that the same may not be canceled, except upon thirty (30) days prior written notice to the City.

1.02 Insurance

(b) The Mortgagor will not suffer (unless bonded over) any mechanic's, laborer's, materialmen's, or statutory liens to remain outstanding upon any of the Mortgaged Property.

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(c) Except as otherwise permitted by the Loan Agreement, a sale, partial sale, refinancing, syndication or other disposition of the Mortgaged Property shall entitle the Mortgagee to declare the entire indebtedness secured hereby immediately due and payable without further notice or demand; provided, however, the replacement or substitution of any machinery, equipment or fixtures, now owned or hereafter acquired by Mortgagee, with machinery or equipment of like kind and value, whether or not such machinery or equipment is deemed a fixture under applicable provisions of the Illinois Uniform Commercial Code, will not be an Event of Default under this Junior Mortgage provided Mortgagee executes such documents as may be necessary to assure Mortgagee of a continuing perfected secured interest in such replacement or substituted machinery, equipment or fixtures, as applicable.

(b) If an Event of Default other than a Monetary Event of Default shall have occurred under this Junior Mortgage, the Note or the Loan Agreement, and shall have continued for sixty (60) days following receipt of notice thereof from Mortgagee to Mortgagee, the entire indebtedness secured hereby shall, at Mortgagee's sole option, immediately become due and payable without further notice or demand; provided, however, that in the event such default cannot reasonably be cured within such sixty (60) day period and if Mortgagee has commenced efforts to cure, then the time to cure shall be extended so long as Mortgagee diligently continues to cure such Event of Default.

(a) If an Event of Default due to a failure to make any payment when the same is due and owing (a "Monetary Event of Default") shall have occurred under this Junior Mortgage, the Note or the Loan Agreement and shall have continued for ten (10) days following notice thereof from Mortgagee to Mortgagee, the entire indebtedness secured hereby shall, at Mortgagee's sole option, become immediately due and payable without further notice or demand.

2.02 Acceleration of Maturity

The terms "Event of Default" or "Events of Default", wherever used in this Junior Mortgage, shall mean failure by the Mortgagee to duly observe or perform any material term, covenant, condition, or agreement of this Junior Mortgage, the Note, or the Loan Agreement after the expiration of all cure periods (as provided herein or in the Loan Documents).

2.01 Events of Default

ARTICLE II

there shall exist no Event of Default by Mortgagee in the payment of the Note or in the performance of Mortgagee's obligations hereunder, Mortgagee shall have the right to collect all rents, security deposits, income and profits from the Mortgaged Property and to retain, use and enjoy the same.

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(b) Mortgagor shall not and will not apply for or avail itself of any appraisal, 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 Junior 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 of the Lien hereof, and agrees that any court having jurisdiction to foreclose such Lien may order the Mortgaged Property sold as an entirety. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Junior Mortgage on its behalf and on behalf of each and every person, except decree or judgment

(a) 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. This Junior Mortgage and the right of foreclosure hereunder shall not be impaired or exhausted by one or any foreclosure, and may be foreclosed successively and in parts, until all of the Mortgaged Property has been foreclosed against. In any such foreclosure, or upon the enforcement of any other remedy of Mortgage under this Junior Mortgage, the Note or the Loan Agreement, there shall be allowed and included as additional indebtedness, all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs involved in title insurance and title examinations. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the Lien of this Junior Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Junior Mortgage, the Note, the Mortgaged Property or the Loan Agreement, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagee, with interest thereon at the lesser of the highest rate permitted by law or fifteen percent (15%) per annum, and shall be secured by this Junior Mortgage. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in this paragraph hereof; (ii) all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; (iii) all principal and interest remaining unpaid on the Note; and (iv) any remaining amounts to the Mortgagee, its successors or assigns, as their rights may appear.

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If an Event of Default shall have occurred and be continuing, after any applicable cure period has expired, the Mortgagee, upon application to a court of competent jurisdiction, shall be entitled to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers to the fullest extent permitted by law.

2.04 Receiver

(d) The Mortgagee shall have no liability to Mortgagee for any loss, damage, injury, cost or expense resulting from any action or omission by it or its representatives which was taken or omitted in good faith excepting the Mortgagee's own negligence or willful misconduct.

(c) Upon any other entering upon or taking of possession of the Mortgaged Property other than by means of a foreclosure, the Mortgagee, subject to the rights and remedies of the Senior Lender, may hold, use, manage and control the Mortgaged Property and, from time to time (i) make all necessary and proper replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personally and and other property required in connection therewith; (ii) insure or keep the Mortgaged Property insured; (iii) manage the Mortgaged Property and exercise all the rights and powers of the Mortgagee to the same extent as the Mortgagee could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to the Mortgagee, all as the Mortgagee from time to time may reasonably determine to be to its best advantage. The Mortgagee may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting to the extent reasonable (aa) all expenses of taking, holding and managing the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other similar charges as the Mortgagee may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of the Mortgagee, shall apply the remainder of the monies and proceeds so received by the Mortgagee first to payment of accrued interest; and second to the payment of principal. The balance of such funds, if any, after payment in full, of all of the aforesaid amounts (including without limitation, the entire outstanding principal balance under the Note), shall be paid to Mortgagee.

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creditors of the Mortgagee, acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Junior Mortgage.

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This Junior Mortgage shall inure to the benefit of and be binding upon the Mortgagor and the Mortgagee and their respective legal representatives, successors and assigns. Whenever a reference is made in this Junior Mortgage to the Mortgagor or to the Mortgagee, such reference shall be deemed to include a reference to legal representatives, successors and assigns of the Mortgagor or Mortgagee, as applicable.

3.01 Successors and Assigns

ARTICLE III

No delay or omission of the Mortgagee or by any holder of the Note in exercising any right, power or remedy accruing upon the occurrence of any event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every right, power and remedy given by this Junior Mortgage to the Mortgagee may be exercised from time to time as often as may be deemed expedient by the Mortgagee. No consent or waiver, expressed or implied, by the Mortgagee to or of any breach or Event of Default by the Mortgagor in the performance of its obligations hereunder, shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other obligations of the Mortgagor hereunder. Failure on the part of the Mortgagee to complain of any act or failure to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Mortgagee of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by the Mortgagor.

2.07 Waiver

No right, power or remedy conferred upon or reserved to the Mortgagee by this Junior Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

2.06 Remedies Cumulative

Upon any foreclosure sale, the Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price.

2.05 Purchase by the Mortgagee



It being the desire and intention of the parties hereto that the Junior Mortgage and the Lien thereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should the Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, unless a contrary interest is manifested by the Mortgagee, as evidenced by an appropriate document duly recorded, this Junior Mortgage and Lien thereof shall not merge in the fee simple title, toward the end that this Junior Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

3.06 No Merger

No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

3.05 Modification

This Junior Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures. The Mortgagee shall have all the rights with respect to such fixtures afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded the Mortgagee by this Junior Mortgage or any other agreement.

3.04 Security Agreement

If any provision of this Junior Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Junior Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

3.03 Severability

All personal pronouns used in this Junior Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of this Junior Mortgage, and all references herein to articles, sections or paragraphs shall refer to the corresponding articles, sections or paragraphs of this Junior Mortgage unless specific reference is made to such articles, sections or paragraphs of another document or instrument.

3.02 Terminology

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Property of Cook County Clerk's Office

Permanent Index Number: 13-26-222-011-0000

2934-54 North Milwaukee Avenue a/k/a 2913-25 North Central Park Avenue,  
 Chicago, IL  
 LEGAL DESCRIPTION: Lots 1, 2, 3, 4, 5, 6, and 7 in Block 1 in Wm. E.  
 Hatterman's Milwaukee Avenue Subdivision, being a  
 subdivision of lots 15 and 16 in Brand's Subdivision of  
 of the NE 1/4 of Section 26, Township 40 North, Range  
 13, East of the 3rd Principal Meridian, in Cook County  
 Illinois.

EXHIBIT A

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Form 100133

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL BANK, not personally but as trustee under Trust No. 32657 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained here, or in the note, or in any other instrument given in evidence in connection with the execution of this instrument, shall be construed as creating any liability on the part of said mortgagee or grantor, or on said LA SALLE NATIONAL BANK personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, all or express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagee or grantor and said LA SALLE NATIONAL BANK personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any.

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 RECORDED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE  
 DATE February 22, 1990 UNDER TRUST NO. 32657

Trustee's Expiration Rider Attached No

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HSG/ORBIT

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22 FEB 22 1999

COOK COUNTY CLERK'S OFFICE

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28 FEB 22 1999

Property of Cook County Clerk's Office

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Assistant Secretary

ITS: Assistant Vice President

BY: *[Signature]*

Trustee's Expense  
LASALLE NATIONAL BANK AS TRUSTEE FOR  
TRUST NO. 32657, LASALLE NATIONAL BANK  
CHICAGO  
IN MONIES AND NOT INDIVIDUALLY

ITS:

BY:

TADEUSZ KOWALCZYK d/b/a ORBIT  
RESTAURANT AND LOUNGE, a sole  
proprietorship

ATTEST:

This Junior Mortgage shall be interpreted, construed and enforced under the laws of the State of Illinois.  
IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument as of the date and year first above written.

3.07 Applicable Law

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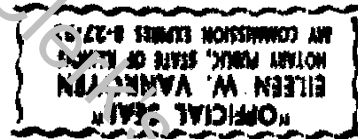
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Property of Cook County Clerk

My Commission Expires \_\_\_\_\_

*Gilbert W. Kowalczyk*  
Notary Public



*John* Given under my hand and Notarial Seal this *2nd* day of \_\_\_\_\_, 1990.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that TADEUSZ KOWALCZYK personally known to me to be the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS: )

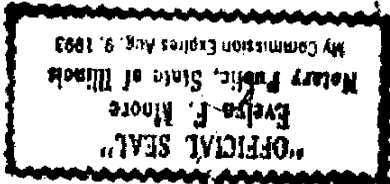
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Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office



FORM 100125

My Commission Expires:

Notary Public

*Evelyn F. Moore*

A.D. 1992

GIVEN under my hand and Notarial Seal this

17 day of May

those names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said bank, did affix said corporate seal of said bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said bank for the uses and purposes therein set forth.

Attest: *Evelyn F. Moore* Notary Public in and for said County in the State of Illinois, DO HEREBY CERTIFY THAT

William H. Dillon  
Caring Box



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