

UNOFFICIAL COPY

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Handwritten initials/signature

5705206

TO HAVE AND TO HOLD all of the property, with all the rights and privileges thereunto belonging, unto the Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagee does hereby release and waive.

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixture or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, attached floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves, water heaters and washing and drying machines (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of the premises, whether now due or hereafter to become due, all of which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

P.I.N.: 14-32-314-033, 14-32-315-019 and 14-32-315-020
1400 W. North Ave., Chicago, Ill. 60641
1604 N. Reedley, Chgo.

NOW, THEREFORE, in order to secure the payment of the principal and interest and any other sums that may now or hereinafter become due from Mortgagee to Mortgagee under the Promissory Note ("Note") executed concurrently herewith by the Mortgagee and delivered to the Mortgagee bearing even date herewith, the principal amount of six hundred seventy-eight thousand (\$678,000) Dollars as well as the performance of all the other covenants, provisions, agreements and obligations contained herein, Mortgagee hereby grants, sells, assigns, releases, aliens, transfers, conveys and mortgages to Mortgagee all of the following rights, interests, claims and property (collectively the "premises").

This Mortgage made and entered into as of this 16th day of May, 1990 by and between LASALLE NATIONAL TRUST, N.A., as Trustee under Trust dated May 2, 1990 and known as Trust Number 115283, (hereinafter referred to as the "Mortgagee") and LASALLE NORTHWEST NATIONAL BANK, a National Banking Association, organized and existing under the laws of the United States of America (hereinafter referred to as "Mortgagee" or the "Association"), its successors and assigns, and pertains to the real estate located in the County of Cook, State of Illinois.

MORTGAGE

90246782

Handwritten: 5710

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(1) To timely pay the interest and principal provided in the Note, or according to any agreement extending the time of payment thereof; (2) To pay when due and before penalty attaches thereto all taxes, special taxes, special assessments, water charges and sewer service charges against the property (including those theretofore due) and to furnish Mortgage, upon request, with duplicate receipts therefor, and all such items extended against the property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon the premises insured in such amounts and against such hazards as the Mortgagee may require to be insured against until said indebtedness is fully paid, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee, such insurance policies shall remain with the Mortgagee during said period and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagee all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed by the insurance companies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of it to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full. All insurance policies and renewals (or certificates evidencing same) marked

(1) a leasing status report which shall specify for each rental unit the name of the tenant, the identity of the rental unit occupied by such tenant, the annual rental paid therefor and the percentage rental, if any, applicable to such unit, the amount of space being leased, and the lease expiration date.

(2) personal financial statements for James T. Bielarz, Anthony Cuda and Nicholas Cuda on forms reasonably prescribed by, or approved by, the Mortgagee; and

(1) an annual operating statement (to be prepared in accordance with generally accepted accounting principles consistent with the previous years' operating statements) for the premises, which annual operating statement will indicate the total rental income for the premises and the annual expenses therefor all certified by the Guarantor as being true and correct; and

A. By February 28 of each year for the year just immediately ended, Mortgagee shall provide the Mortgagee with:

I. THE MORTGAGOR COVENANTS:

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Association may, at its option, discharge such obligation of the Note as of the first day of the month during which such advance is made, and the advance and interest thereon shall be secured hereby.

D. This Mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this Mortgage, not more than an additional Six Hundred Seventy-eight Thousand (\$678,000), and it is agreed that, in the event of such advances, the amount thereof may be added to the Mortgage debt and shall increase the unpaid balance of the Note hereby secured by the amount of such advance and shall be a part of the Note, indebtedness under all of the terms of the Note and this contract, as fully as if a new such Note and contract were executed and delivered. An additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract; but in all other respects, this contract shall remain in full force and effect as to such indebtedness, including all advances.

E. That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagee's behalf everything so necessary to protect the lien hereof; that Mortgagee will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys, together with interest thereon at the rate then applicable under the terms of the Note hereby secured shall become so much additional indebtedness secured by this Mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this Mortgage and be paid out of the rents and proceeds of sale of the premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

F. That it is the intent hereof to secure payment of the Note and obligation whether the entire amount shall have been advanced to the Mortgagee at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the Mortgage indebtedness under the terms of this Mortgage contract.

G. At the option of the holder of the Note and obligation hereby secured, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or Mortgage to the contrary, become immediately due and payable (1) if the Mortgagee sells or conveys, contracts to sell or convey, or further encumbers

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I. Mortgagee may employ counsel for advice or other legal services at the mortgagee's discretion in connection with: (1) any dispute of whatever nature as to the debt hereby secured or the lien of this instrument or any litigation to which the mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured, or which may affect said debt or lien; (2) preparations for the commencement of or for conduct of any suit for the foreclosure

enforce performance of such covenant. Mortgagee thereafter to exercise such option or to require or in either such instrument shall in any way affect the right of the mortgagee, or performance of any of the covenants contained in this mortgage or the Note secured hereby, and no waiver, even though repeated, by mortgagee to exercise any option contained in the Illinois Statutes in such case provided. No failure, even though repeated, by mortgagee to exercise any option contained in the date specified in the notice, mortgagee may proceed to foreclose this mortgage by judicial proceedings and according to the date specified in the notice, mortgagee may proceed to secure by this mortgage. If the breach is not cured on or before date specified in the notice may result in acceleration of the sums due cured; and (4) that failure to cure such breach on or before the notice is mailed to the undersigned, by which such breach must be cured; (3) a date, not less than fifteen (15) days from the date specifying: (1) the breach; (2) the action required to cure such breach; and to the guarantor of the Note secured hereby hereof or default hereunder, the mortgagee shall mail notice to the acceleration of the indebtedness evidenced hereby or any breach to the contrary contained herein, in the event of any act allowing offering the several parts separately. Notwithstanding anything to the contrary contained herein, the mortgagee shall mail notice to the mortgagee, and the mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure, a sale may be made of the premises en masse without applying toward the payment of the mortgage indebtedness, any priority of said lien or any right of the mortgagee hereunder, to declare all sums secured hereby immediately due and payable and at its option and without affecting the lien hereby created or the or if the mortgagee is hereby authorized and empowered, or if the mortgagee abandons any of the property then and in any property be placed under control of, or in custody of, any court an assignment for the benefit of their creditors or if their be instituted by or against the mortgagee, or if the mortgagee make or charge upon any of the property, or if proceedings in bankruptcy thereof, or if proceedings be instituted to enforce any other lien payment under the Note or obligation or any extension or renewal in performance of any covenant herein contained or in making any H. That time is of the essence hereof and if default be made

the premises or any portion thereof; or (2) if ownership of the premises becomes vested in a person other than the undersigned. Acceptance of any payment required by the Note or on account of said indebtedness after the occurrence of any such contingency shall not be taken as a waiver of such option.

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L. That upon the commencement of any foreclosure proceeding hereunder, the court in which suit is filed may at any time, either before or after sale, and without notice to the mortgagor, or any party claiming under it, and without regard to the pendency of the indebtedness secured hereby, and without regard to the value of the premises, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of the premises during the pendency of such foreclosure suit and the statutory period of redemption and such rents, issues and profits, when collected, may be applied, before as well as after the foreclosure sale and before as well as after any redemption by any person, towards the payment of the sale and before, as well as after any redemption by any person, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not; and if a receiver shall be appointed,

K. All easements, rents, issues and profits of the premises are specifically pledged, assigned and transferred to the mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of the property, or any part thereof, whether said lease or agreement be written or verbal, and it is the intention hereby to pledge said rents, issues and profits on a parity with said real estate and not secondarily, and such pledge shall not be deemed merged in any foreclosure decree.

I. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the mortgagor or its assignee.

hereof after the accrual of the right to foreclose, whether or not such suit is actually commenced. Mortgagee may, in connection with any of the matters in this paragraph mentioned, pay and incur at its discretion all expenses, including but not by way of limitation, court costs, publication expenses, expenses of title examination, guaranty, policies, recording fees, Torrens certificates, and sheriff's or magistrate's commission. All such items of expense in this paragraph mentioned including reasonable attorney's fees shall become so much additional indebtedness secured hereby and shall be immediately due and payable by the mortgagor with interest thereon at the rate then applicable under the terms of the Note hereby secured.

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This mortgage is executed by LASALLE NATIONAL TRUST, N.A. not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in as such Trustee (and said LASALLE NATIONAL TRUST, N.A., hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or contained in the Note shall be construed as creating any liability

with any rules or regulations adopted pursuant thereto. Failure to comply with any such environmental protection laws and any tenant under a lease of any portion of the premises of a notice or threatened action from any governmental agency or from Mortgagee shall immediately notify Mortgagee of any protection laws or any rules or regulations adopted pursuant to present or past failure to comply with any such environmental protection laws or any notification of any asserted the real estate have received any notification of any asserted et seq., and neither Mortgagee nor any and all previous owners of Act, 42 U.S.C. 6901 et seq., and the Environmental Protection Act, Comprehensive Environmental Response, Liability and Compensation Act, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., and there has been and will not be any surface or subsurface contamination due to the storing, disposal or treatment of any hazardous substances, hazardous wastes or regulated substances as those terms are defined in the Comprehensive Environmental Response, Liability and Compensation Act, 42 U.S.C. 9601 et seq., and there has been and will not be any surface or subsurface contamination due to the storing, disposal or treatment of hazardous substances or of storing, disposal or treatment of hazardous substances or Premises have not been used and will not be used for the purpose of storing, disposal or treatment of hazardous substances or hazardous waste, and there has been and will not be any surface or subsurface contamination due to the storing, disposal or treatment of any hazardous substances, hazardous wastes or regulated substances as those terms are defined in the Comprehensive Environmental Response, Liability and Compensation Act, 42 U.S.C. 9601 et seq., and the Environmental Protection Act, 42 U.S.C. 6901 et seq., and neither Mortgagee nor any and all previous owners of the real estate have received any notification of any asserted present or past failure to comply with any such environmental protection laws or any rules or regulations adopted pursuant thereto. Mortgagee shall immediately notify Mortgagee of any notice or threatened action from any governmental agency or from any tenant under a lease of any portion of the premises of a failure to comply with any such environmental protection laws and regulations adopted pursuant thereto.

0. That the premises are free of any asbestos and the Premises have not been used and will not be used for the purpose of storing, disposal or treatment of hazardous substances or of storing, disposal or treatment of hazardous substances or treatment of any hazardous substances, hazardous wastes or regulated substances as those terms are defined in the Comprehensive Environmental Response, Liability and Compensation Act, 42 U.S.C. 9601 et seq., and there has been and will not be any surface or subsurface contamination due to the storing, disposal or treatment of any hazardous substances, hazardous wastes or regulated substances as those terms are defined in the Comprehensive Environmental Response, Liability and Compensation Act, 42 U.S.C. 9601 et seq., and neither Mortgagee nor any and all previous owners of the real estate have received any notification of any asserted present or past failure to comply with any such environmental protection laws or any rules or regulations adopted pursuant thereto. Mortgagee shall immediately notify Mortgagee of any notice or threatened action from any governmental agency or from any tenant under a lease of any portion of the premises of a failure to comply with any such environmental protection laws and regulations adopted pursuant thereto.

M. That the Mortgagee shall be released by Mortgagee by proper instrument upon payment to it of all indebtedness secured hereby and payment to Mortgagee of a release fee in the amount of Dollars which fee shall be so much additional indebtedness secured hereby.

N. That 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; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter, and the singular number, as used herein, shall include the plural; that all rights and obligations under this Mortgage shall extend to and be binding upon the respective successors and assigns of the Mortgagee, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion thereof arises.

90246732

Assistant Secretary

[Signature]

Attest:

By: *[Signature]*
Vice President
LASALLE NATIONAL TRUST, N.A., not
personally, but as Trustee under
Trust Dated May 2, 1990 and known as
Trust No. 115283

IN WITNESS WHEREOF, LASALLE NATIONAL TRUST, N.A., not personally, but as Trustee 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 Assistant Secretary, the day and year first above written.

C. **Stopgap.** That Mortgagee will, on the request of Mortgagee, furnish a written statement of the amount owing on the obligation which this Mortgage secures and therein state whether or not Mortgagee claims any defenses or offsets thereto.

B. **Successors.** All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of Mortgagee and the successors and assigns of Mortgagee.

A. **Severability.** In the event any one or more of the provisions contained in this Mortgage, the Note or in any of the loan documents shall, for any reason whatsoever, be held to be inapplicable, invalid, illegal or unenforceable in any respect, such inapplicability, invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such inapplicable, invalid, illegal or unenforceable provision had never been contained herein or therein.

II. MISCELLANEOUS:

on the said LASALLE NATIONAL TRUST, N.A. personally to pay the Note or any interest that may accrue thereon, or any indebtedness occurring hereunder, or to perform any covenant either claiming any right or security hereunder, and that so far as LASALLE NATIONAL TRUST, N.A. and its successors personally are concerned, the legal holder or holders of the 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 the Note provided or by action to enforce the personal liability of the guarantor, if any.

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Property of Cook County

Edwin Josephson, Esq.
Chuhak & Tecson, P.C.
225 West Washington Street
Suite 1300
Chicago, Illinois 60606
(312) 368-4666 or (312) 444-9300

DEPT-01 RECORDING 147777 TRAM 4298 05/25/90 16:07:00 \$20.5
43230 F * -90-246782
COOK COUNTY RECORDER

This instrument was prepared by: *and made*

My Commission Expires 4-6-93
Notary Public, State of Illinois
CELIA D. SMITH
OFFICIAL SEAL
Given under my hand and seal this 16th day of May, 1990.

I, CELIA D. SMITH, a Notary Public in and for said County, DO HEREBY CERTIFY THAT Edwin J. Josephson, Vice President of IASALIE NATIONAL TRUST, N.A., and Chuhak & Tecson, P.C., Assistant Secretary of said company, who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, 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 company, as Trustee as aforesaid, for the uses and purposes therein set forth; and as custodian of the corporate seal of said company, did affix the corporate seal of said company to said instrument as his own free and voluntary act and as the free and voluntary act of said company as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS)
) COUNTY OF COOK)

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