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PROPERTY COMMONLY KNOWN AS: 5970 Northwest Highway, Chicago, Illinois, 60644 COOK COUNTY, ILLINOIS

EX No. 13-06-401-034-0000

Lot 18 in Block 40 in Norwood Park, a Subdivision of parts of Sections 6 and 7, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Illinois, to-wit: situated, lying and being in the County of Cook, and the State of Illinois, successors and assigns, the following described Real Estate, these presents, grant, release, and convey unto the Mortgagee, the indebtedness hereby secured. Therefore, the Mortgagee does by this Mortgage, not release the Mortgagee from personal liability for interest shall not impair in any manner the validity of or priority of modification, or extension or any change in the terms or rate of interest at such lawful rate as may be agreed upon. Any such renewal, any part of the indebtedness hereby secured however evidenced, with as any and all renewals, modifications or extensions of the whole or performance of the covenants and agreements herein contained, as well said principal sum of money and said interest thereon and the NOW, THEREFORE, this Mortgage is given to secure the payment of the

THAT WHEREAS, Mortgagee has concurrently herewith executed a Mortgage Promissory Note bearing even date herewith in the principal sum of SEVENTY THOUSAND FOUR HUNDRED and 0/100 (\$ 70,400.00) DOLLARS payable monthly to Mortgagee and delivered, in and by which said Note, Mortgagee promises to pay on or before May 10, 1993, the said principal sum plus interest at the rate of ONE (1) Percent per annum above the Prime Rate of Interest charged by the Bank from time to time and TWO (2) PERCENT per annum above the Prime Rate of Interest charged by the Bank from time to time by the Bank from time to time after default or maturity. Terms of said Note are incorporated by reference herein.

THIS INDENTURE, made the 10TH day of May, 1990, between PARKWAY BANK AND TRUST COMPANY, not individually, but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated April 10, 1987 and known as Trust No. 8256, (hereinafter referred to as "Mortgagee") and NATIONAL BANK OF CHICAGO, S.A., CHICAGO BRANCH, (herein referred to as "Mortgagee") witnesseth:

MORTGAGE

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TO HAVE AND TO HOLD the above described Premises with the appurtenances and fixtures thereto appertaining or belonging to the Mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of the said Note heretofore described, and interest thereon and free from all rights and benefits under and by

Party (as such terms are defined in the Uniform Commercial Code) which Mortgagee hereby grants to the Mortgagee as Secured Party (as such terms are defined in the Uniform Commercial Code) for the purpose of creating hereby a security interest in such property, deemed to be a Security Agreement under the Uniform Commercial Code for term is defined in the Uniform Commercial Code. This Mortgage is also parcel of the Real Estate or does not constitute a "fixture" as such to any of the property aforesaid, which does not so form a part and fixtures, are hereby expressly conveyed, assigned and pledged; and as Premises, property, improvements, furniture, apparatus, furnishings and estate, right, title or interest on the said Mortgage; and to said affixed or annexed or not, and conveyed by this Mortgage; and all the and an accession to the freehold and a part of the realty, whether said described Premises shall be conclusively deemed to the "fixtures" other manner whatsoever, which are now or hereafter to be used upon building by nails, screws, bolts, pipe connections, masonry, or in any Premises, whether or not the same are or shall be attached to said building, similar to any building now or hereafter standing on said furnished by a landlord in letting and operating an unfurnished appurtenances, and such other goods and chattels as may ever be refrigerators, air conditioning apparatus, cooking apparatus and mirrors, mantels, refrigerating plants, iceboxes, electric washing, pipe, faucets and other plumbing and heating fixtures, boilers, ranges, elevators and motors, bathtubs, sinks, water-closets, and electric fixtures, radiators, heaters, engines and machinery, limitation all shades and awnings, screens and carpets, shrubbery, gas convention are regarded as fixtures, and specifically but not by way of hereto that, in addition to all other things which at law or by It is mutually covenanted and agreed, by and between the parties

TOGETHER with all improvement thereon and which may hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights, and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the money secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said Premises.

Which, with the property hereinafter described, is referred to herein as the "Premises."

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virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits the same Mortgagee does hereby expressly release and waive.

In addition, the Mortgagee covenants with the Mortgagee as follows:

1. Mortgagee shall promptly pay when due without setoff, recoupment, or deduction, the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note.
2. All payments received by Mortgagee under the Note and Paragraph 1 hereof shall be applied by Mortgagee first in payment of interest payable on the Note, then to the principal of the Note, including any amounts considered as added thereto under the terms hereof.

3. Mortgagee shall (1) promptly repair, restore or rebuild any building 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 mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof and exhibit satisfactory evidence of the discharge of such prior lien to 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.

4. Mortgagee shall immediately pay when due 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 furnish to Mortgagee duplicate receipts therefor within thirty (30) days after payment.

5. Mortgagee shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, lightning and such other risks and hazards as are insurable under the present and future forms of all-risk insurance policy, providing for payment by the insurance companies of moneys sufficient, either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case 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 Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration. All policies of insurance shall contain a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days prior written notice to the Mortgagee.

6. In case of loss by fire or other casualty, the Mortgagee

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B. In the event Mortgagee elects to permit any such insurance proceeds to be applied to pay for the cost of rebuilding or restoration of the buildings and improvements on the Premises, such funds will be made available for disbursement by Mortgagee, provided, however, that (i) should any insurance company have, in the opinion of Mortgagee, a defense against Mortgagee (but not against Mortgage) to any claim for payment due to damage or destruction of the Premises or any part thereof by reason of fire or other casualty, submitted by Mortgagee or any party on behalf of Mortgagee, or should such Company raise any defense against Mortgagee (but not against Mortgage) to such payment or (ii) should the net proceeds of such insurance collected by Mortgagee together with any funds deposited by Mortgagee with Mortgagee be less than the estimated cost of the requisite work as determined by Mortgagee, which estimate shall include a reasonable contingency, then in either case Mortgagee may, at its option, whether or not Mortgagee has received funds from any insurance settlements, declare the unpaid balance of the debt secured hereby to be immediately due and payable, and Mortgagee may then treat the same as in the case of any other default hereunder. In the event such proceeds are applied toward restoration or rebuilding, the buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. 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 architect's certificates, waivers of

failure to the payment thereof shall be a default hereunder. of the debt, secured hereby to be immediately due and payable, and the Mortgagee may, at its sole election, declare the entire unpaid balance hereby, together with all accrued interest thereon, fees and charges, proceeds be insufficient to pay the then existing indebtedness secured and it is further covenanted and agreed that should the net insurance and fees of collection shall first be deducted and paid to Mortgagee, proceeds in reduction of the indebtedness secured hereby, all expenses Premises. In the event Mortgagee elects to apply said insurance of rebuilding or restoration of the buildings or improvements of the be held by the Mortgagee and used to reimburse Mortgagee for the cost in reduction of the indebtedness secured hereby, whether due or not, or insurance proceeds may, at the option of Mortgagee, either be applied to reimburse Mortgagee for the cost of rebuilding or restoration of buildings and improvements on the Premises. In all other cases, such subject to the provisions of subparagraph B and C hereof, be used to, therefore any expenses incurred in the collection thereof, shall, not deny liability as to the insured, such proceeds, after deducting cancellation or termination of such lease, and (iii) the insureds do this Mortgagee, and (ii) such damage or destruction does not result in terms of any lease or leases which are or may be prior to the lien of replace the damaged or destroyed buildings or improvements under the such insurance money. If (i) Mortgagee is obligated to restore or in either case Mortgagee is authorized to collect and receipt for any insurance company or companies on the amount to be paid upon the loss, consent of Mortgagee, or (ii) to allow Mortgagee to agree with the settle and adjust any claim under such insurance policies without decree creditor, as the case may be) is hereby authorized either (1) to (or after entry of decree of foreclosure, purchaser at the sale, or the

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7. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for all or any part of the Premises taken or damaged under the force of eminent domain or by condemnation. The Mortgagor, hereby empowers Mortgagee, in the Mortgagee's sole discretion, to settle, compromise and adjust any and all claims or rights arising under any condemnation or eminent domain proceeding relating to the Premises or any portion thereof. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing due to any condemnation or eminent domain proceeding or to rebuild, repair or replace any portion of the Premises or any improvements thereon or to perform any act hereunder. 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

Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing on any insurance policy; to rebuild, repair or replace any damaged or destroyed portion of the Premises or any improvements thereon; or to perform any act hereunder.

In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policies, if not applied as aforesaid in rebuilding or restoring the building or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure, that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same, or as the court may direct. In case of the foreclosure of this Mortgage, the court in its decree may provide that the Mortgagee's clauses attached to each of said insurance policies may be cancelled and that the decree may further provide that in case of one or more redemptions under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redeemer may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to the attached hereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

lien, contractors' sworn statements and other evidence of cost and of payments, including insurance against mechanic's liens and/or a performance bond or bonds in form satisfactory to Mortgagee which shall be the sole or a dual obligee, and which bonds shall be written with such surety company or companies as may be satisfactory to Mortgagee. All plans and specifications for such rebuilding or restorations shall be presented to and approved by Mortgagee prior to the commencement of any such repair or rebuilding. Disbursement of such insurance proceeds shall not exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undischursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

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under the terms of the Note; (b) immediately in the event Mortgagee shall, without the prior written consent of Mortgagee, sell, transfer, convey, encumber, or assign the title to all or any portion of the Premises, or the rents, issues, or profits therefrom, whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing, or shall grant an option to enter into a contract to do any of the foregoing, including, but not limited to, transfer to an Illinois Land Trust, or (c) immediately when default shall occur in the performance of any other agreement of the Mortgagee herein contained.

11. 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, Mortgagee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' 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 title, title searches and examinations, guaranties, policies, Torrens certificates, and similar data and assurances with respect to title as 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 paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate payable on outstanding principal under the Note, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

12. 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, but not limited to, all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof, constitute secured indebtedness in addition to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on other liabilities of Mortgagee to Mortgagee; fifth, any surplus to Mortgagee, its successor or assigns, as their rights may appear.

13. Upon, or at any time the filing of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver or sale, without notice, without regard to the solvency or insolvency or Mortgagee at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be

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then occupied as a homestead or not 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 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 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.

14. 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.

15. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

16. Mortgagee has no duty to examine the title, location, existence or condition of the Premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder except in case of its own gross negligence, or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.

17. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.

18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part hereof, whether or not such persons shall have executed the Note or this Mortgage.

19. This Mortgage shall be governed by and interpreted according to the laws of the State of Illinois. In the event any provision of the Mortgage, or the Note, conflict with said law, such conflict shall not affect any other provision of the Mortgage, or the Note which can be given effect without reference to the conflict. In this regard, the provisions of the Mortgage and the Note shall be deemed severable.

20. The Mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagee, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

This Mortgage is executed by PARKWAY BANK AND TRUST COMPANY, not

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I, John W. Whelan, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that John W. Whelan Vice President - Trust Officer of PARKWAY BANK AND TRUST COMPANY and John W. Whelan Assistant Trust Officer of said Bank, who are personally known to me to be the same person whose names are subscribed to the foregoing instrument as such John W. Whelan Vice President - Trust Officer, and Assistant-Trust Officer, 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 Bank, as Trustee as aforesaid, for the uses and

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

By: John W. Whelan
 Its: Assistant Trust Officer
John W. Whelan
 Its: Vice President - Trust Officer

PARKWAY BANK AND TRUST COMPANY,
 as Trustee as aforesaid and not
 personally

IN WITNESS WHEREOF, PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant-Trust Officer the day and year first above written.

Trustee 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 said Mortgagee or on said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagee and its successors and said Trustee personally are concerned the legal holder or holders of said Note and the owner or owners of the 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.

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Property of Cook County Clerk's Office

Attorney Perry G. Callas
550 Woodstock Street
Crystal Lake, Illinois 60014
(815) 455-0244
163-17

Box 333

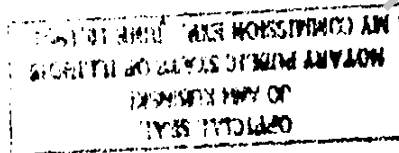
Perry G. Callas
550 Woodstock Street
Crystal Lake, Illinois 60014

Record and Return to:

This Document Prepared By:

June 10, 1991

My Commission Expires:



Perry G. Callas
Notary Public

GIVEN under my hand and Notarial Seal this 10th day of May, 1990.

purposes therein set forth; and the said Assistant-Trust Officer then and there acknowledge that said Assistant-Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant-Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.