

MORTGAGE

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90302641

RECORDATION REQUESTED BY:

Marquette National Bank
6316 S. Western Avenue
Chicago, IL 60636

WHEN RECORDED MAIL TO:

Marquette National Bank
6316 S. Western Avenue
Chicago, IL 60636

THIS MORTGAGE IS DATED MAY 25, 1990, between Marquette National Bank, Marquette National Bank as Trustee under Trust Agreement Dated 10-22-83, as Trust # 10594, whose address is 6316 S. Western Avenue, Chicago, Illinois, IL (referred to below as "Grantor"); and Marquette National Bank, whose address is 6316 S. Western Avenue, Chicago, IL 60636 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed of trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated October 22, 1983 and known as 10594 mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently created or improved buildings, improvements and fixtures; all easements, rights of way, and appurtenant rights; all water, water courses and ditch rights (including stock in utility with ditch or irrigation rights); and all other rights, royalties, and interests relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

Lot 23 in Block 6 in Waterman's Addition to Morrell Park and Elsdon, being in Section 11, Township 38 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded March 24, 1888 in Book 28 of Plat on Page 36 as Document Number 935790.
The Real Property or its address is commonly known as 6145 S. St. Louis Ave., Chicago, IL 60632. The Real Property tax identification number is 19-11-401-022.

Grantor hereby assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Control as Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:
Borrower. The word "Borrower" means Edward J. Koppy.
Grantor. The word "Grantor" means Marquette National Bank, Trustee under the mortgage under the Mortgage Agreement dated October 22, 1983 and known as 10594.

The word "Guarantor" means and includes without limitation all guarantors, sureties, and accommodation parties.
Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amount expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amount as provided in the Mortgage.
Note. The word "Note" means the promissory note or credit agreement, dated May 25, 1990, in the original principal amount of \$15,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 11.750%. The Note is payable in 60 monthly payments of \$333.99.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property owned by Grantor, now or hereafter attached or affixed to the Real Property; together with all accessories, parts and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and funds of premiums) from any sale or other disposition of the Property.
Property. The word "Property" means collectively the Real Property and the Personal Property.
Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:
GRANTOR'S WAIVERS. Grantor waives all rights or claims arising by reason of any "one action" or "anti-dollars" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency or completion of any foreclosure action, either judicially or by exercise of a power of sale, deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.
PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all in arrears secured by this Mortgage as it becomes due, and Borrower and Grantor shall jointly perform all their respective obligations under this Mortgage.
POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:
Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Real Property and collect the Rents.
Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance, nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Specifically without limitation, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.
DUPLICATE - CONSENT BY LENDER. Lender may at its option, declare irrevocably due and payable all sums secured by this upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of real property or any right, title or interest therein; whether legal or equitable; whether voluntarily or involuntarily; whether by contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of real property interest. If any Grantor is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or by Illinois law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.
Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished by the Property, and for any liability for taxes and assessments levied against or on account of the Property, and except as otherwise provided in the following paragraphs.
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any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Note and indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Guarantor or obligor, other than Grantor, on the Note.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Marquette National Bank

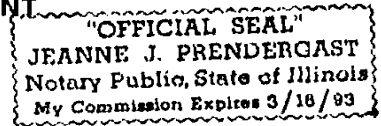
By: Anne M. Kelly
Anne M. Kelly, Vice President & Trust Officer

By: Joseph Scheurich
Joseph Scheurich, Assistant Trust Officer

This Mortgage prepared by: John P. Mahoney

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) SS



On this 7th day of June, 19 90, before me, the undersigned Notary Public, personally appeared Anne M. Kelly and Joseph Scheurich, Vice President & Trust Officer and Assistant Trust Officer of Marquette National Bank, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By _____ Residing at 6316 S. Western Avenue, Chicago, Il.
Notary Public In and for the State of Illinois My commission expires 3/16/93

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