

EXHIBIT D-4

90316603

WITNESSETH:

1700

THIS OPEN-END MORTGAGE (The "SBRL Mortgage" or "Mortgage"), dated as of June 23, 1990, executed and delivered by Yvonne Smith and Charles Vaughn (Husband and Wife), 14925 Vine Avenue, Harvey, Illinois, 60426 (the "Mortgagor"), to the City of Cleveland, 601 Lakeside Avenue, Cleveland, Ohio 44114, a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio (the "City" or "Mortgagee").

That for the consideration hereinafter stated, the sufficiency and receipt of which is hereby acknowledged, the Mortgagor does hereby mortgage, sell, grant, assign, warrant and convey unto the Mortgagee, its successors and assigns, all of the following described property situated and being located at 14925 Vine Avenue, Harvey, Illinois 60426, in the County of Cook, State of Illinois, as more fully described in Exhibit "1" attached hereto, together with and including, without limitation, all buildings, fixtures, new and existing machinery and equipment, plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus and elevators (the Mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as a part of the property), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above-described property (provided, however, that the Mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues and profits until default), (hereinafter the "Mortgaged Property"). To have and to hold the same unto the Mortgagee, and its successors in interest and assigns, forever in fee simple or such other estate, if any, as is stated herein.

The Mortgagor covenants that it is lawfully seized and possessed of and has the right to mortgage and convey the Mortgaged Property, subject to (1) any easements of record, (2) such easements as are necessary for public utilities, (3) applicable zoning laws, and that the Mortgaged Property is free from all encumbrances except as herein above recited; and that Mortgagor hereby binds itself and its successors in interest and

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assigns to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever. Mortgagor covenants that it will comply with all federal, state and local laws regarding the use of the Mortgaged Property, and will not commit waste or otherwise limit or detract from the usability or marketability of the Mortgaged Property.

This instrument is given to induce Mortgagee to loan funds to Mortgagor and to secure the payment of a certain Promissory Note, dated June 20<sup>th</sup>, 1990, in the principal sum of Eighty-Four Thousand Five Hundred Dollars (\$84,500.00) (the "Note") signed by AES Management Corporation. AES Management Corporation is required to repay principal amounts of advances of the loan by making payments to Mortgagee as specified in the Note and a certain Loan Agreement dated June 20<sup>th</sup>, 1990, between AES Management Corporation and Mortgagee ("Loan Agreement"). The final payment on the Note, if not prepaid, or if the term of the Note is not extended in accordance with the provisions of this Mortgage, the Note, and the Loan Agreement, is due and payable on or before September 1, 2000.

The Mortgagor shall pay when due all indebtedness secured by this Mortgage, on the date and in the amount, respectively, as provided in the Note or in this Mortgage, without relief from valuation and appraisal laws, and with attorneys fees.

The Mortgagor shall not permit any lien of mechanics or materialmen to attach to and remain on the Mortgaged Property or any part thereof for more than thirty (30) days after receiving notice thereof.

The Mortgagor shall keep the Mortgaged Property in good repair. The Mortgagor shall procure and maintain in effect at all times insurance as required by the Loan Agreement. All such policies of insurance (or copies or certificates in lieu thereof), upon request of the Mortgagee, shall be delivered to and retained by the Mortgagee until the indebtedness secured hereby is fully paid.

If all or any part of the Mortgaged Property is damaged or destroyed by fire or other casualty, the entire proceeds of the insurance award or compensation payable in respect of the part so damaged are hereby assigned to and shall be payable directly to both the Mortgagee and the Mortgagor. The proceeds of any such award or compensation actually received by the

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Mortgagee after deduction therefrom of all costs and expenses including reasonable attorneys' fees incurred by the Mortgagee in connection with the casualty, may be applied, at the Mortgagee's option, either in part or entirely to payment of the indebtedness, without premium, or to restoration of the Mortgaged Property.

Default in any of the covenants or conditions of this Mortgage, the Note, the Loan Agreement or the First Mortgage Lien secured hereby, shall terminate the Mortgagor's right to possession, use, and enjoyment of the Mortgaged Property, at the option of the Mortgagee or its assigns. Upon any such default, the Mortgagee shall become the owner of all the rents and profits accruing thereafter as security for the indebtedness secured hereby, with the right to enter upon the Mortgaged Property for the purpose of collecting such rents and profits. This Mortgage shall operate as an assignment of any rentals on the Mortgaged Property to that extent.

In the event that the Mortgagor fails to pay any federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the Mortgaged Property, the Mortgagee is hereby authorized at its option to pay the same. Any sums so paid by the Mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by the Note, and subject to the same terms and conditions therein. If the Mortgagor shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this Mortgage, then this Mortgage shall be cancelled and surrendered.

In addition to the remedies provided above, upon default by the Mortgagor in any payment provided for herein or in the Note, or in the performance of any covenant or agreement of the Mortgagor hereunder, or if the Mortgagor shall abandon the Mortgaged Property, or shall be adjudged bankrupt, or if a trustee or receiver shall be appointed for the Mortgagor or for any part of the Mortgaged Property, then and in any such event, the entire indebtedness secured hereby shall, at the option of the Mortgagee, become immediately due and payable, without notice, and this Mortgage may be foreclosed accordingly.

The Mortgagor shall not, without the prior written consent of the Mortgagee lease, transfer, sell, contract to sell, mortgage or in any way further encumber all or any part of the Mortgaged Property.

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The covenants contained herein shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, if appropriate, and the use of any gender shall include all genders.

No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note or Loan Agreement secured hereby. The Mortgagee may enforce any one or more of its rights or remedies hereunder successively or concurrently.

A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this Mortgage.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed and the Mortgagee has accepted delivery of this Mortgage as of the day and year aforesaid.

Signed and acknowledged  
in the presence of:

YVONNE SMITH  
CHARLES VAUGHN

Louis L. Smith  
Edna L. Smith

Yvonne Smith - Vaughn  
YVONNE SMITH

Louis L. Smith  
Edna L. Smith

Charles Vaughn  
CHARLES VAUGHN

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COMPLIANCE



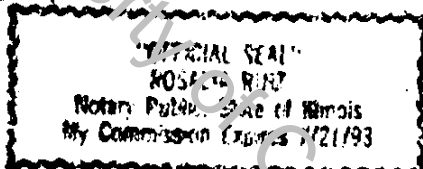
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STATE OF ILLINOIS    )  
                              )    SS:  
COUNTY OF COOK      )

BEFORE ME, a Notary Public in and for said county and State, personally appeared the above-named Yvonne Smith and Charles Vaughn (Husband and Wife), who acknowledged that they did sign the foregoing instrument and that the same is their own free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, at Danmoy, Illinois, this 23rd day of June, 1990.



Rosalee Ring  
Notary Public

This instrument prepared by:

JOHN C. MYERS  
Assistant Director of Law  
City of Cleveland  
601 Lakeside Avenue  
Cleveland, Ohio 44114

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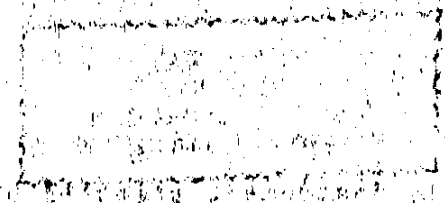
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EXHIBIT 24-144

LEGAL DESCRIPTION

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THE NORTH 1/2 OF LOT 9 IN BLOCK 35 IN SOUTH LAWN BEING A SUBDIVISION IN SECTION 17 AND THE SOUTH 1/2 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

29-08-313-249-0000

4/11/14 14 925 W. Ave St  
Harvey, Ill

BOX 333 - GG

APPROVED BY [Signature] 6/21/90

Has To  
Department of Economic Development  
601 Lakeside Ave  
Room 210  
Cleveland, Ohio 44114  
Attention: Fiscal Manager

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