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Borrower shall deliver all insurance policies, including additional and renewal policies, to Lender. In case of insurance about to expire, Borrower shall deliver to Lender renewal policies not less than ten days prior to the respective dates of expiration. Upon the occurrence of any event insured against by any of the aforementioned insurance policies, and the receipt of insurance proceeds by Lender, Lender shall, at its option, after payment of all of Lender's costs and expenses with respect thereto, including outside or in-house attorneys' fees, apply such proceeds to the reduction of the liabilities, in such order of application as Lender may determine.

7. **Expenses.** Upon Default hereunder, and at any time during a suit to foreclose the lien of this Mortgage and prior to a sale of the Premises, Lender may, but need not, make any payment or perform any act required of Borrower hereunder in any form and manner deemed expedient by Lender, and Lender may, but need not, make full or partial payments of principal or interest on any encumbrances affecting the Premises and Lender may purchase, discharge, compromise or settle any tax lien or other lien or title or claim thereof, or redeem from any tax sale or forfeiture effecting the Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including outside or in-house attorneys' fees, and any other moneys advanced by Lender to protect the Premises or the lien hereof, shall be additional liabilities and shall become immediately due and payable without notice and with interest thereon at a per annum rate equivalent to the post maturity or post default (whichever is higher) interest rate set forth in the Note. Lender shall never by considered as a waiver of any right accruing to Lender on account of any Default hereunder.

8. **No Inquiry or Expenses.** If Lender makes any payment authorized by this Mortgage relating to taxes, assessments, charges or encumbrances, Lender may do so according to any bill, statement or estimate received from the appropriate public office without inquiry into the accuracy or validity of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9.1 **Environmental Warrants and Representations.** Borrower warrants and represents to Lender that no release of any petroleum, oil or chemical liquids or solids, liquid or gaseous products or hazardous waste or any other pollution or contamination ("Environmental Contamination") has occurred or is existing on any portion of any Premises or, to the best knowledge of Borrower, on any other real estate now or previously owned, leased, occupied or operated by Borrower or Obligor or with respect to Borrower's business and operations, and neither Borrower nor Obligor has received notice from any source, oral or written, of any of the following occurrences:

9.1.1 any such Environmental Contamination;

9.1.2 that Borrower's or Obligor's business and operations are not in full compliance with requirements of federal, state or local environmental, health and safety statutes or regulations;

9.1.3 that Borrower or Obligor is the subject of any federal, state or local investigation evaluating whether any remedial action is needed to respond to any Environmental Contamination, alleged or otherwise;

9.1.4 that any portion of the Premises or of any other property or assets of Borrower, or Obligor real or personal, is subject to any (lien arising under any federal, state or local environmental, health and safety statutes or regulations.

9.2 **Environmental Covenants and Agreements.** Borrower covenants and agrees, until all liabilities are paid in full:

9.2.1 Borrower shall not cause or permit to exist any Environmental Contamination on any portion of the Premises or on any portion of any other real estate now or hereafter owned, leased, occupied or operated by Borrower or Obligor, or with respect to the business and operations of Borrower or Obligor.

9.2.2 Borrower shall immediately notify Lender of its receipt of any notice, oral or written, of the type described in Paragraph 9.1 of this Mortgage.

9.3 **Environmental Indemnification.** Borrower hereby indemnifies and holds Lender harmless from and against all losses, costs, claims, causes of action, damages (including special, consequential and punitive damages), and including in-house or outside attorneys' fees and costs, incurred by Lender and in any manner related to or arising from the breach of any of the foregoing warranties, representations, covenants, agreements

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13. **Foreclosure.** When any of the liabilities shall become due whether by acceleration or otherwise, Lender shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all

principal amount of the note.
event shall the lien of this Mortgage secure outstanding liabilities in excess of 200% of the original stated disposition of any collateral for the Note. Notwithstanding anything contained herein to the contrary, in no limited to any declaratory judgment action, or in the repossession, custody, sale, lease, assembly or other modification thereof or the payee under the Note or any extension or modification thereof, including but not proceeding occurring by reason of Lender's being the mortgagee under this Mortgage or any extension or or Obligor or the aforementioned beneficiaries or any guarantor of the Note to Lender, or in any legal or modification of this Mortgage or the Note, any guaranty of the Note, or any other indebtedness of Borrower or paid by Lender in attempting the collection or enforcement of the Note or this Mortgage, or any extension or described herein and all costs of collection, legal expenses and in-house or outside attorneys' fees incurred overdraft, purchase, direct loan or as collateral, or otherwise. "Liabilities" also includes all amounts so now or hereafter existing, due or to become due and however owned, held or acquired, jointly or several, however created, arising or evidenced, whether direct or indirect, absolute or contingent, joint or several, of every kind and nature of Borrower or Obligor or such beneficiaries or any guarantor of the Note to Lender, payment of any and all amounts due under the Note, this Mortgage and of any indebtedness, or contractual duty Borrower is a land trustee, any beneficiaries of the land trust of which Borrower is trustee, to Lender for **Definition of Liabilities.** "Liabilities" means all obligations of Borrower or Obligor or, if

11. **Due on Sale.** Notwithstanding any other provisions of this Mortgage, except as provided in the Note, no sale, lease, mortgage, trust deed, grant by, or any part thereof, or transfer of occupancy or possession of the Premises, or any part thereof, shall be made without the prior written consent of Lender. If Borrower is a land trustee, no sale, assignment, grant of an encumbrance, or any kind, conveyance or contract to sell or transfer the Premises or any part thereof or all or any part of the beneficial interests in the land trust of which Borrower is trustee, or transfer of occupancy or possession of the Premises, or any part thereof, shall be made by the beneficiaries of such land trust without the prior written consent of the Lender.

10. **Right Upon Default.** At the sole option of Lender, the Note and any other liabilities shall become immediately due and payable and Borrower shall pay all expenses of Lender including in-house and outside attorneys' fees and expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Lender's rights in the Premises and other costs incurred in connection with the disposition of the Premises. The term "Default" when used in this Mortgage means (a) any one or more of the events, conditions or acts, if any, defined as "Default" in the Note, all of which are hereby incorporated by reference herein, (b) the failure of Borrower to, if applicable, Obligor to pay the Note, in accordance with the terms of the Note, (c) the failure of, or failure of Borrower or, if applicable, Obligor, to comply with or to perform, any representation, warranty, term, condition, covenant or agreement contained in this Mortgage, the Note or any instrument securing any liability, (d) the occurrence of any event described in this or any other document, giving Lender the right to accelerate the maturity of any of the liabilities or constituting a default of any of the liabilities or (e) if Borrower is a land trustee, the failure of any beneficiaries of the land trust of which Borrower is trustee to comply with or perform any covenant or agreement contained in any instrument securing the liabilities.

9.5 **Environmental Provisions Binding on Beneficiaries.** If Borrower is a land trustee, all warranties, representations, covenants and agreements contained in Paragraphs 9.1 through 9.4 of this Mortgage shall also apply and refer to any beneficiaries of the land trust of which Borrower is trustee.

9.4 **Environmental Defaults.** The breach of any warranties, representations, covenants or agreements contained in Paragraphs 9.1 through 9.3 of this Mortgage or the giving to Borrower or Obligor of any notice of the type described in Paragraph 9.1 of this Mortgage (regardless of whether any Environmental Contamination of the type described in Paragraph 9.1 of this Mortgage has occurred and regardless of whether Borrower has notified Lender of the receipt of any such notice) shall entitle Lender to accelerate the maturity of all liabilities, and all such liabilities shall become immediately thereafter due and payable, and if payment thereof is not immediately made, Lender shall have all remedies stated in this Mortgage or otherwise available to it.

respect to Borrower's or Obligor's business or operations, which indemnification shall survive the payment in full of the liabilities.
or Lender's becoming liable, in any manner whatsoever, under the Act or for any Environmental Contamination previously, now or hereafter existing or occurring on any portion of the Premises or on any other real estate previously, now or hereafter owned, leased, occupied or operated by Borrower or Obligor or occurring with

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19. Estoppel Statement by Borrower. Borrower shall, within ten days of a written request therefor from Lender, furnish Lender with a written statement, duly acknowledged, setting forth the then outstanding balance of the Note and that there are no rights of set-off, counterclaim or defense which exist against such balance or any of the other liabilities.

18. Release. Lender shall release this Mortgage by a proper release upon payment in full of the Note and all liabilities, and thereupon Lender shall pay all expenses, including recording fees and otherwise, to release its security interest hereby created. MORTGAGEE SHALL release a specific lot constituting a portion of the premises from this MORTGAGE by proper release after payment of the release price for such lot in accordance with the Commitment Letter dated June 19, 1990. If Borrower or, if applicable, Obligor, is entitled to make future draws and repayments under the Note, under a revolving credit arrangement, in the event that the outstanding balance of the Note has been paid in full and upon receipt by Lender of a written request to reduce the amount which Lender is obligated to loan Borrower, or if applicable, Obligor, to less than \$5,000.00, Lender shall release this Mortgage to the extent the Mortgage secures payment of the Note, and Lender shall pay all expenses of such release.

17. Inspection. Lender shall have the right, but not the obligation, in its sole discretion, to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose. The foregoing does not relieve Borrower from any obligation, under this Mortgage, the Note or any other instrument securing the liabilities, to maintain the Premises.

16. Liability of Certain Defenses. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note.

15. Receiver. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, as otherwise permitted by the Illinois Mortgage Foreclosure Law, the court in which such suit is filed may appoint a receiver of the Premises, or may appoint the Lender as a mortgagee-in-possession of the Premises. Such receiver, or Lender as mortgagee-in-possession, shall have power to collect the rents, issues and profits of the Premises and shall also have all other powers which may be necessary or are usual for the protection, possession, control, management and operation of the Premises.

14. Proceeds of Foreclosure. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, to the reasonable expenses of such sale; second, to the reasonable expenses of securing possession of the Premises before sale, holding, maintaining and preparing the Premises for sale, including payment of taxes and other governmental charges, premiums on hazard and liability insurance, management fees, reasonable in-house attorneys' fees, payments made pursuant to Section 15-1505 of the Illinois Mortgage Foreclosure Law or otherwise authorized in this Mortgage and other legal expenses incurred by Lender; third, to the satisfaction of claims in the order of priority adjudicated in the judgment of foreclosure, and with respect to the liabilities, first to all items which, under the terms of this Mortgage, constitute liabilities secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided, second to interest remaining unpaid on the liabilities evidenced by the Note and third to unpaid principal of the liabilities; evidenced by the Note fourth, to remittance of any surplus to Borrower or as otherwise directed by the court.

13. Proceeds of Foreclosure. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, to the reasonable expenses of such sale; second, to the reasonable expenses of securing possession of the Premises before sale, holding, maintaining and preparing the Premises for sale, including payment of taxes and other governmental charges, premiums on hazard and liability insurance, management fees, reasonable in-house attorneys' fees, payments made pursuant to Section 15-1505 of the Illinois Mortgage Foreclosure Law or otherwise authorized in this Mortgage and other legal expenses incurred by Lender; third, to the satisfaction of claims in the order of priority adjudicated in the judgment of foreclosure, and with respect to the liabilities, first to all items which, under the terms of this Mortgage, constitute liabilities secured by this Mortgage additional to that evidenced by the Note, with interest thereon as herein provided, second to interest remaining unpaid on the liabilities evidenced by the Note and third to unpaid principal of the liabilities; evidenced by the Note fourth, to remittance of any surplus to Borrower or as otherwise directed by the court.

12. Expenses and Expenses. All expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Lender may deem to be reasonably necessary either to procure the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Lender. All expenditures and expenses mentioned in this paragraph shall become additional liabilities and shall be immediately due and payable, with interest thereon at a rate equivalent to the post-maturity or post-default (whichever is higher) rate set forth in the Note or herein, when paid or incurred by Lender. This paragraph shall also apply to any expenditures or expenses incurred or paid by Lender or on behalf of Lender in connection with (a) any proceeding, including without limitation, probate and bankruptcy proceedings, to which Lender shall be a party, as plaintiff, claimant, defendant or otherwise, by reason of this Mortgage or any liabilities or (b) preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after default under the Note, whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might effect the Premises or the security hereof, whether or not actually commenced.

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5501 W. 79th Street
Burbank, Illinois 60459
Cale Taylor Bank
Attn: Trust Officer

This document prepared by:

VICE PRESIDENT

Attest:

TRUST OFFICER

Made a part hereof.

Read in full and contents on the reverse side

Exemption provision respecting any liability

COLE TAYLOR BANK, not personally but
as trustee under Trust Agreement dated
July 28, 1986 and known as Trust No. 4599

ADDITIONAL SIGNATORIES FOR
WAIVING AND CONVEYING HOMESTEAD
RIGHTS, IF ANY:

SIGNATURES:

WITNESS Borrower has executed and delivered this Mortgage as of the day and year set forth above.

25. Governing Law; Severability. This Mortgage has been made, executed and delivered to Lender in Illinois and shall be construed in accordance with the internal laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

26. Waiver of Homestead. Borrower hereby waives and conveys to Lender any rights or estate of homestead in the premises which Borrower may now or hereafter have under the laws of the State of Illinois, and the signature of such person is made solely for purposes of such waiver or conveyance.

27. Special Provisions Concerning Land Trusts. If Borrower is a land trustee, this Mortgage is executed by Borrower not personally, but as Trustee in exercise of the power and authority conferred upon and vested in it as such Trustee, and insofar as said Trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof and through enforcement of the provisions of any other collateral or guaranty from time to time recurring payment hereof; no personal liability shall be asserted or be enforceable against Borrower, as Trustee, because or in respect of this Mortgage on the making, issue or transfer thereof, all such personal liability of said Trustee, if any, being expressly waived in any manner.

28. Waiver of Redemption. IF THE PREMISES ARE NOT RESIDENTIAL REAL ESTATE AS DEFINED IN THE ILLINOIS MORTGAGE FORECLOSURE LAW, BORROWER HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM ANY JUDGMENT OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON CLAIMING THROUGH BORROWER AS A SUCCESSOR.

29. Binding on Assigns. This Mortgage and all provisions hereof, shall extend to and be binding upon Borrower and all persons or parties claiming under or through Borrower. The singular shall include the plural, "lender" includes the successors and assigns of Lender.

30. Taxes and Insurance. On written request by Lender, Borrower shall furnish Lender duplicate paid receipts for such taxes, assessment charges and insurance premiums on the premises.

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EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, in and to the contrary notwithstanding, that each and all of the warranties, covenants, conditions, undertakings and agreements herein made and intended shall be deemed to be made and intended as personal warranties, covenants, conditions, undertakings and agreements, and every one of them shall be deemed to be made and intended for the purpose of binding only that party or parties who executed and intended upon it, and shall not be deemed to be made and intended for the purpose of binding any other party or parties, and no personal liability shall be asserted or enforced against Cole Taylor Bank or any of its officers, directors, employees, agents, trustees or on account of any warranty, covenant, condition, undertaking or agreement of the said instrument contained, either expressed or implied, in this instrument, if any, being expressly waived and released.

COLE TAYLOR BANK

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Comm. Mort

ORIGINAL SEAL
CHAS ERE BROCKNOT
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 27 JUN 90

My Commission Expires

(SEAL)

Charles E. Brocknot
NOTARY PUBLIC

Given under my hand and notarial seal this 27TH day of JUNE, 19 90

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, hereby certify that on the 27TH day of JUNE, 1990, personally appeared before me SANDRA T. ROSSER and known to me to be the same persons whose names are subscribed to the foregoing Mortgage and known to me to be the TRUST OFFICER and VICE PRESIDENT of Cole Taylor Bank (a(n) Illinois corporation), as Trustee, and acknowledged and agreed that they signed the foregoing Mortgage, as said officers and affixed the seal of said Bank thereto, as Trustee, all for and on behalf of said (corporation) (association), as Trustee, as their free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth, including, if applicable, any waiver or conveyance of redemption or homestead.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

NOTARIZATION FOR LAND TRUSTEE

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WILLIAM B. PHILLIPS, JR.
Clerk of Cook County, Illinois

18-31-403-074
19-31-402-007
18-31-402-005

P.I.N. 18-

Lots 1 thru 16 and Lot 20 in Indian Creek Subdivision being a subdivision in part of the south 1/2 of the southeast 1/4 of Section 31, Township 38 North, Range 12, East of the 3rd Principal Meridian, according to the Plat thereof recorded in July 11, 1990 as Document No. 80-327687 in Cook County, Illinois.

EXHIBIT "A"