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MORTGAGE

THIS INDENTURE, made May 16, 1991, between CHICAGO TITLE AND TRUST COMPANY, An Illinois Corporation, not personally but as Trustee under the provisions of a Trust agreement dated July 1, 1986 and known as Trust Number 1082673 (herein referred to as "Mortgagor") and MANUFACTURERS BANK, 1200 N. Ashland Avenue, Chicago, Illinois, 60622 (herein referred to as "Mortgagee"),

WITNESSETH:

THAT WHEREAS, The Mortgagor has concurrently herewith executed a Mortgage Promissory Note ("Note") bearing even date herewith in the principal sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00), payable to Mortgagee and defined, in and by which said Note the Maker promises to pay said principal sum plus interest at the rate of 3.50% percent per annum payable in installments as specified in the Note. The entire balance of principal plus accrued interest shall be due and payable on or before MAY 16, 1996.

All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal. Interest after maturity, whether by reason of acceleration or otherwise, shall be paid on the unpaid balance at the rate equal to three (3%) percent in excess of the prime rate, as herein after defined; and all of said principal and interest being made payable at the main banking facility of MANUFACTURERS BANK, 1200 N. Ashland Avenue, Chicago, Illinois, 60622. Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed unless otherwise specified herein.

NOW THEREFORE, Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions, and conditions of this Mortgage, and also in consideration of the sum of one dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents, grant, remise, release and convey unto the Mortgagee, his successors and assigns, the following described Real Estate situate, lying and being in the county of Cook and the State of Illinois, to wit:

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION AND ADDRESS OF PROPERTY)

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This Mortgage shall also secure any and all renewals or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon, and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity or priority of this Mortgage.

TOGETHER with all improvements thereon situate and which may hereafter be created or placed thereon, and all and singular the tenements, hereditaments and appurtenances and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagor as additional security and as an equal and primary fund with the property hereon conveyed for the repayment of the moneys 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.

It is mutually covenanted and agreed to and between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixtures, and specifically but not by way of limitation all shades and awnings, screens and carpets, drapery, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, ovens and stoves, bathtubs, sinks, water-closets, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plants, electric refrigerators, air conditioning apparatus and such other goods and chattels as may ever be furnished by a landlord in letting and operating an unfurnished building, similar to any building now or hereafter standing on said premises, whether or not the same are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner whatsoever, which are now or hereafter to be used upon said described premises shall be conclusively deemed to be the "fixtures" and an accession to the freehold and a part of the realty, whether affixed or annexed or not, and conveyed by this Mortgage; and all the estate, right, title or interest in the said Mortgage in and to said premises, property, improvements, furniture, apparatus, furnishings and fixtures are hereby expressly conveyed, assigned and pledged; and as to any of the property aforesaid, which does not so form a part and parcel of the Real Estate or does not constitute a "fixture" as such term is

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defined in the Uniform Commercial Code. This Mortgage is hereby deemed to be as well a security agreement under the Uniform Commercial Code for the purpose of creating merely a security interest in such property, which Mortgagor hereby grants to the Mortgagee as secured party (as such terms as defined in the Uniform Commercial Code).

To HAVE AND TO HOLD the above described premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagor, his successors and assigns, together with the purpose herein set forth and for the security of the said principal note hereinafore described, and interests therein and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

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

1. Mortgagor shall (I) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (II) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for work not expressly subordinated to the loan hereon; (III) pay when due any and all taxes which may be assessed by a town or county on the premises superior to the town hereon, and upon request exhibit satisfactory evidence of the discharge of such taxes to the Mortgagee; (IV) complete within a reasonable time any building or buildings now or at any time in process of construction upon said premises; (V) comply with all requirements of law or municipal ordinances with respect to the premises and the use hereof; (VI) make no material alterations in said premises except pursuant to written agreement with the Mortgagee or as required by law or municipal ordinance; (VII) comply with and not cause or permit any default to occur under the terms of any leases of the premises.

2. Mortgagor shall pay before and promptly attach to 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, upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor 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 terms of all-risk insurance policies providing for

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payment by the insurance companies of money 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 days prior to the respective dates of expiration.

4. In case of default thereon, Mortgagee may, but need not, make any payment or perform any act heretofore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or forfeiture affecting said 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 attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereon, may, reasonable compensation to Mortgagee for each matter so handled, shall be in addition to the indebtedness secured hereby and shall be due and payable without notice and with interest thereon at the rate stated above. Payment of Mortgagee shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

5. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate prepared from the appropriate public office without inquiring into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. The Maker shall pay such item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof, at the option of Mortgagee, with or prior notice to Mortgagor, all interest indebtedness secured by this mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable immediately in the case of default on the part of the maker, and in the event Mortgagor shall, without the prior 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

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of the foregoing, or in the event the owner, or if there be more than one, any of the owners, of the beneficial interest in the trust of which Mortgagee is the holder (any such owner being herein referred to as a "beneficial owner") shall, without the prior written consent of Mortgagee, transfer or assign all or any portion of such beneficial interest, or the rents, issues or profits from the premises (including, without being limited to, a collateral assignment), whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing. Mortgagee, at its option, shall then have the unqualified right to accelerate the maturity of the note, causing the full principal balance, accrued interest, and prepayment premium, if any, to be immediately due and payable without notice to Mortgagee, or to when default shall occur and continue for ten days in the performance of any other agreement of the Mortgagee herein contained.

7. 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 a conveyer's fees, special process server 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, guarantee policies, torrens certificates, and similar data and assurances with respect to title on Mortgagee may deem to be reasonably necessary or to be prosecuted such suit or to evidence to holders 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 the paragraph mentioned shall be deemed to be additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate stated above, 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.

8. 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 ex-

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power is given to the foreclosing prothonotary, the holder and such persons as are mentioned in the preceding paragraph hereof, to sell, or cause to be sold, all other things which under the terms hereof constitute secured real-estate, additional to that owned by the Note, with interest thereon as herein provided; thirdly, all principal and interest, remaining due and unpaid on the Note, together with overplus to Mortgagee, its successors or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the Court in which such complaint is filed may appoint a receiver of said premises, such appointment may be made either before or after sale, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall or 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 said statutory 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 all 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 made prior to foreclosure sale; and the deficiency in case of a sale and deficiency.

10. In the event of a judicial proceeding to foreclose this Mortgage, Mortgagee does hereby expressly waive any and all rights of redemption from any judgment of foreclosure of this Mortgage on its own behalf, and on behalf of its successors and assigns and each and every person acquiring any interest in or title to the premises subsequent or subsequent hereto, and on behalf of all other persons to the extent permitted by the applicable provisions of the statutes and laws of the State of Illinois, except decree or judgment creditors acquiring an interest in the premises subsequent to the date hereof, and agrees that when sale is had under any decree or judgment of foreclosure of this Mortgage, upon confirmation of such sale, the Sheriff or other officer making such sale, shall be and is authorized immediately to execute and deliver to the purchaser at such sale a deed conveying the premises.

11. 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.

12. Mortgagee shall have the right to inspect the

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premises at any reasonable times and access thereto shall be permitted for that purpose.

13. Mortgagor 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.

14. If all or any part of the premises or any interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee may, at its option, declare all sums secured by this Mortgage to be immediately due and payable, and may thereafter exercise any remedy provided by this Mortgage or any Note in evidence of indebtedness secured hereby.

15. 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 satisfied.

16. As used herein, the term "Prime Rate" shall mean the rate publicly announced and published by Continental Bank, N.A. Chicago, Illinois, ("Continental Bank") from time to time as the Prime Rate of Continental Bank, which Prime Rate shall be the Prime Rate as used herein, and change in the Prime Rate will be applicable on and after the date of such change. Mortgagor makes no representation or warranty that the Prime Rate is the lowest rate offered to comparable commercial or other borrowers by the Mortgagee or by Continental Bank.

17. This Mortgage is executed by Sibley, L. H. and Elizabeth M. Sibley, Inc. Illinois Corporation, not personally, but as trustees, as aforesaid, by the exercise of the power and authority conferred upon and vested in it as such trustee and sole chargee, title and trust company, hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or hereinafter contained shall be construed as creating any liability on said Mortgagor or on said chargee, title and trust company, privately. As the word Note or any interest, debt, may include thereon, or any indebtedness secured hereunder, or to perform any covenant, either expressed or implied herein contained, and such liability, if any, be not expressly waived by trustee and by every person now or hereafter claiming any right or security hereunder,

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IN WITNESS WHEREOF, CHICAGO TITLE AND TRUST COMPANY, An Illinois Corporation, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Asst. Vice President and ASST. SECRETARY and its corporate seal to be herunto affixed and attested by its Asst. Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY  
An Illinois Corporation, As  
Trustee, as aforesaid and not  
personally.

BY: Susan Becher

BY: Lucy Colangelo  
ASST. SECRETARY

### ACKNOWLEDGMENT

STATE OF ILLINOIS

SS

COUNTY OF COOK

The foregoing instrument was acknowledged before me

this 17th day of May, 1990, SUSAN BECHER

and Lucy Colangelo as the Asst. Vice President and  
ASST. SECRETARY respectively of  
CHICAGO TITLE AND TRUST COMPANY

BY: Olintha Smith  
Notary Public

*mail*  
This document prepared by:  
Irene Ford - Manufacturers Bank  
1200 N. Ashland Ave.  
Chicago, Illinois 60622



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BOX 333-

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IN SENATE,  
January 11, 1907.

REPORT  
OF THE  
COMMISSIONERS OF THE LAND OFFICE,  
IN RESPONSE TO A RESOLUTION PASSED  
BY THE SENATE, APRIL 11, 1906,  
RELATIVE TO THE LANDS BELONGING TO  
THE STATE OF ILLINOIS.

CHAS. W. BROWN, COMMISSIONER.

ALBANY, N. Y.:  
J. B. LIPPINCOTT COMPANY,  
PRINTERS,  
1907.

THE STATE OF ILLINOIS,  
OFFICE OF THE COMMISSIONER OF THE LAND OFFICE,  
ALBANY, N. Y.,  
JANUARY 11, 1907.

REPORT  
OF THE  
COMMISSIONERS OF THE LAND OFFICE,  
IN RESPONSE TO A RESOLUTION PASSED  
BY THE SENATE, APRIL 11, 1906,  
RELATIVE TO THE LANDS BELONGING TO  
THE STATE OF ILLINOIS.

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**AFTER RECORDING, RETURN TO: MANUFACTURERS BANK**  
1200 N. Ashland Avenue  
Chicago, Illinois 60622

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