

UNOFFICIAL COPY 52

THIS MORTGAGE is made on November 22, 1991, between NBD Trust Company of Illinois

not personally, but as Trustee under a Trust Agreement dated November 19, 1991 and known as

Trust No. 52954-SK

whose address is 8001 Lincoln Avenue, Skokie, IL 60077 (the "Mortgagor")

and NBD Skokie Bank N.A. (Bank Name)

a National (national/state) banking Association

(association/corporation) whose address is 8001 Lincoln Avenue, Skokie, IL 60077 (the "Mortgagee")

* To be deleted when this Mortgage is not executed by a Land Trust.

The Mortgagor MORTGAGES, CONVEYS AND WARRANTS to the Mortgagee real property and all the buildings, structures and improvements on it described as:

Land located in the City of Chicago

County of Cook State of Illinois:

Lot 11 in South Rogers Touhy's Subdivision of that part of original Block 1 of Rogers Park lying North of the South Line of Bryan Avenue (Now Jarvis) and West of the West Line of Forest Avenue in Section 30, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

("the Premises")

Commonly known as: 7015-23 Rogers, Chicago, IL 60626

Tax Parcel Identification No. 11-30-413-003-0000

The Premises shall also include all of the Mortgagor's right, title and interest in and to the following:

- (1) All easements, rights-of-way, licenses, privileges and hereditaments.
(2) Land lying in the bed of any tract, or the like, opened, proposed or vacated, or any strip or gore, adjoining the Premises.
(3) All machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever located now or in the future in or upon the Premises and used or useable in connection with any present or future operation of the Premises (all of which is called "Equipment"). It is agreed that all Equipment is part of the Premises and appropriated to the use of the real estate and, whether affixed or unaffixed or not, shall for the purposes of this Mortgage unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged and conveyed to the Mortgagee.
(4) All mineral, oil, gas and water rights, royalties, water and water stock, if any.
(5) All awards or payments including interest made as a result of: the exercise of the right of eminent domain; the alteration of the grade of any street, any loss of or damage to any building or other improvement on the Premises, any other injury to or decrease in the value of the Premises, any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises, and the reasonable attorneys' and paralegals' fees, costs and disbursements incurred by the Mortgagee in connection with the collection of any such award or payment.
(6) All of the rents, issues and profits of the Premises under present or future leases, or otherwise.

The Premises are unencumbered except as follows:

("Permitted Encumbrances"). If the Premises are encumbered by Permitted Encumbrances, the Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagor shall provide copies of all writings pertaining to Permitted Encumbrances, and the Mortgagee is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

This Mortgage secures the indebtedness or obligation evidenced by:

- (i) The note(s) dated November 22, 1991 in the principal amount of One hundred and sixty-five Thousand Dollars (\$165,000.00), maturing on November 30, 1992 executed and delivered by NBD Trust Company TR #52954-SK Mortgagee with interest at the per annum rate of one percent (1%) above the rate announced from time to time as Mortgage prime rate (the Prime Rate) on the principal balance remaining from time to time unpaid. Interest after default or maturity of the note, whether by acceleration or otherwise, on the principal balance of the note remaining from time to time unpaid shall be at the per annum rate of FOUR PER CENT (4%) above the Prime Rate; and

(ii) the guaranty of the debt of (date) to the Mortgagee; and

(iii) including any extensions, renewals, modifications or replacements without limit as to the number or frequency (the "Debt").

LIMITATION ON AMOUNT SECURED BY MORTGAGE. Notwithstanding anything to the contrary contained in this Mortgage, the amount secured by this Mortgage shall not exceed the principal sum of \$ 165,000.00 at any one time outstanding.

FUTURE ADVANCES AND CROSS-LIENS: The Debt shall also include all other present and future, direct and indirect obligations and liabilities of the Mortgagor, or any one or more of them, with or without others, to the Mortgagee. This shall not apply to any obligation or debt incurred for personal, family or household purposes unless the note or guaranty expressly states that it is secured by this Mortgage.

This Mortgage shall also secure the performance of the promises and agreements contained in this Mortgage.

The Mortgagor promises and agrees as follows:

1. PAYMENT OF DEBT; PERFORMANCE OF OBLIGATIONS. The Mortgagor shall promptly pay when due, whether by acceleration or otherwise, the Debt for which the Mortgagor is liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any loan documents evidencing the Debt.

2. TAXES. The Mortgagor shall pay, when due, and before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage. Should the Mortgagor fail to make such payments, the Mortgagee may, at its option and at the expense of the Mortgagor, pay the amounts due for the account of

the Mortgagor. Upon the request of the Mortgagee, the Mortgagor shall immediately furnish to the Mortgagee all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Mortgagee of any lien on all or any part of the Premises and shall promptly discharge any unpermitted lien or encumbrance.

3. CHANGE IN TAXES. In the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date of this Mortgage in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the entire principal secured by this Mortgage and all interest accrued shall become due and payable immediately at the option of the Mortgagee.

4. INSURANCE. Until the Debt is fully paid, the Mortgagor shall keep the Premises and the present and future buildings and other improvements on the Premises constantly insured for the benefit of the Mortgagee against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State of Illinois, including risks of vandalism and malicious mischief, and shall further provide flood insurance (if the Premises are situated in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued under it).

73 39 383 E

91640152

1600

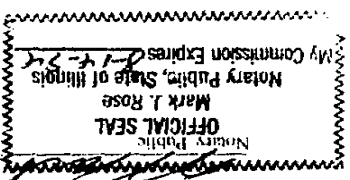
UNOFFICIAL COPY

My Commission Expires: 19... day of... Given under my hand and notarial seal, this...

(association), as Trustee, for the uses and purposes therein set forth. did also then and there acknowledge that he, as custodian of the corporate seal of said (corporation) (association), affixed the said corporate seal...

91640152

BOX 333



County of... State of Illinois... My Commission Expires: 8-14-94

Given under my hand and notarial seal this 22 day of November 19 91... personally known to me to be the same person(s) whose name(s)...

Mark J. Rose... Cook... State of Illinois... County of...

By: November 19 19 91, and known as Trust No. 52954-SK

Not personally, but as Trustee under a Trust Agreement dated NBD Trust Company of Illinois

Witness the hand and seal of Notary Public on the day and year set forth above.

21. MISCELLANEOUS. If any provision of this Mortgage is in conflict with any statute or rule of law, or is otherwise unenforceable for any reason whatsoever... 22. WAIVER OF HOMESTEAD RIGHT. Mortgagor does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois... 23. WAIVER OF RIGHT OF REDEMPTION. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE...

the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the Premises...

financial condition of the Mortgagor or Principal Obligor which the Mortgagee in good faith deems to be materially adverse.

18. REMEDIES UPON DEFAULT. Upon the occurrence of any of the events of default set forth in this Mortgage, at the sole option of Mortgagee, the note and/or any other liabilities shall become immediately due and payable...

(i) The Mortgagor shall have no indemnity obligation with respect to Hazardous Materials that are first introduced to the Premises...

(ii) The Mortgagor shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Premises...

The Mortgagor agrees that in the event this Mortgage is foreclosed or the Mortgagee tenders a deed in lieu of foreclosure, the Mortgagor shall deliver the Premises to the Mortgagee free of any and all Hazardous Materials...

For purposes of this Mortgage, "Hazardous Materials" means any substance: (i) which is or becomes defined as a "hazardous substance," "hazardous waste" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act...

"Governmental Regulation(s)" means any law, regulation, rule, policy, ordinance or similar requirement of the United States, any state, any county, city or other agency or subdivision of the United States of any state.

The provisions of this section shall be in addition to any and all other obligations and liabilities the Mortgagor may have to the Mortgagee under the Debt, any loan document, and in common law, and shall survive (a) the repayment of all sums due for the Debt, (b) the satisfaction of all of the other obligations of the Mortgagor...

17. EVENTS OF DEFAULT/ACCELERATION: Upon the occurrence of any of the following, the Mortgagee shall be entitled to exercise its remedies under this Mortgage or as otherwise provided by law: (1) The Mortgagor or, if other than the Mortgagor, any principal obligor of the Debt ("Principal Obligor") fails to pay when due any amount payable under the note(s), the guaranty, or any other agreement evidencing the Debt...

19. REPRESENTATIONS. If the Mortgagor is a partnership, it represents that it is a corporation duly organized, existing and in good standing under the laws of its state of incorporation, that it is duly qualified to do and transact business under the laws of Illinois, and that the execution and delivery of this Mortgage and the performance of the obligations it imposes are within its corporate powers...

20. NOTICES. Notice from one party to another relating to this Mortgage shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address, telex number or telecopier number set forth above by any of the following means: (a) hand delivery, (b) registered or certified mail, postage prepaid, with return receipt requested, (c) first class or express mail, postage prepaid, (d) Federal Express, Parahelicopter Courier or like overnight courier service or (e)

916A0152

UNOFFICIAL COPY

9 1 6 4 0 1 5 2



Property of Cook County Clerk's Office

COOK COUNTY CLERK

UNOFFICIAL COPY

My Commission Expires 7/11/95
Notary Public, State of Illinois
DIANA DUEBNER
OFFICIAL SEAL

91640152

1991 DEC -5 PM 3 30

GIVEN under my hand and Notarial Seal this 22nd day of November A.D., 1991.

COOK COUNTY, ILLINOIS

I, Diana Duebner, a Notary Public in and for said County in the State aforesaid, Assistant Vice President/Trust Officer of NBD TRUST COMPANY OF ILLINOIS, and George J. Logan, Assistant Vice President/Trust Officer/Assistant Secretary, respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President/Trust Officer and Assistant Secretary, 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 Corporation, for the uses and purposes herein set forth; and the said Assistant Vice President/Trust Officer/Assistant Secretary, did also then and there acknowledge that he/she as custodian of the corporate seal of said Corporation did affix the said corporate seal of said Corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK) ss.
Assistant Vice President & Trust Officer

ATTEST:
[Signature]

By *[Signature]*
Assistant Vice President
and Trust Officer

NBD TRUST COMPANY OF ILLINOIS, as Trustee
under Trust No. 52954-SK and not individually

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD TRUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise, arising out of, or in any way related to, (1) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals related to such hazardous materials; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such hazardous materials; and/or (3) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, or any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials (including, without limitation, attorneys' fees, consultants' fees, investigation and laboratory fees, court costs, and litigation expenses).
In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

91640152