

UNOFFICIAL COPY 2

THIS MORTGAGE is made on November 22, 1991, between the 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 "Mortgeree").

* 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: 7415-23 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 stream 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 annexed 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 subject to the Mortgage.
- (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 ~~one~~ FOUR ^{ED} percent (4%), above the Prime Rate; and

- (ii) the guaranty of the debt of ~~the~~ ^{ED} 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-LIEN: 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.

UNOFFICIAL COPY

My Commission Experience

-61

91646152

CCC XOS

A rectangular seal with a double-line border. The words "NOTARY PUBLIC" are at the top, "SEAL" is in the center, and "State of California" is at the bottom.

55

State of Illinois

as a Notary Public in and for said County, in the State aforesaid, do hereby certify that

John Paulsen personally known to me to be the same person(s) whose name(s) is/are subscribed before me to the foregoing instrument, appeared before me this day in person, and acknowledged that the said instrument, signed and delivered by the said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

and voluntary acts, for the uses and purposes herein set forth;

County of Cook
SS
Date of witness

© 2007 by Pearson Education, Inc., publishing as Pearson Addison Wesley.

NOVEMBER 19, 1991, and known as Trial No. 52954-SK

Not personally, but as Trustee under a Trust Agreement dated

NBD TRUST COMPANY OF ILLINOIS

THE TRUSTEES' RIDE ATTACHED

Witnesses the hand _____ and seal _____ of Notary of the day and year set forth above.

ANY ORDER OR INJUNCTION OF THIS MORTGAGEE
AND ANY RIGHTS OF JURISDICTION OF EJECTMENT OR CLOUD
ON MORTGAGOR'S OWN BEHALF AND ON BEHALF OF EACH AND
EVERY PERSON EXCEPT MORTGAGOR, RENTERS OR TENANTS
ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF OR
SUBSEQUENT TO THE DATE OF THIS MORTGAGE, IN THE EVENT THAT
PREMISES ARE FORCIBLY AND MORTGAGOR IS AN

This Bill provides that no action shall be brought against any person or entity under the Illinois Water Management Act for a violation of the Act if the person or entity has taken all reasonable steps to prevent the violation.

any estimate of time of origin is questionable for this reason. Furthermore, when the present writers had the pleasure of meeting Mr. G. E. Hart, he declared that he had no knowledge of any species of the genus *Leptostoma* which had been collected from the same locality as the type of *L. tenuissimum*.

UNOFFICIAL COPY

Initial signature of the Mortgagor or Principal Obligor which the Mortgagee in good faith determines 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 and Mortgagor shall pay all expenses of Mortgagee including attorneys' and paralegals' fees and all expenses incurred in connection with this Mortgage and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other costs incurred in connection with the disposition of the Premises. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee 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 expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paralegals' fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, tax and hen searches, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute the foreclosure suit or to defend against any foreclosure sale. All of the foregoing sums which may be expended after entry of the foreclosure judgment may be estimated by Mortgagee. All expenditures and expenses mentioned in this paragraph when incurred or paid by Mortgagee shall become additional indebtedness. If and when, and if not otherwise due and payable, with interest thereon, at the rate of interest provided above, any of the instruments mentioned in any of the Laws, the particular statute or statute applying to any instrument or expense mentioned or paid by Mortgagor or in behalf of Mortgagee in connection with the proceedings, including without limitation, probate and bankruptcy proceedings, to which Mortgagee shall as a party, either as plaintiff or defendant, by reason of the Mortgagor's failure to satisfy the terms of this Mortgage or the any preparation for the commencement of any action or proceeding under this Mortgage after entry of the right to foreclose, whether such action or proceeding is commenced or prepared for the purpose of defense, or for the purpose of enforcement, shall force the provisions of this section to apply thereto, and the court shall determine whether or not actually commenced, or if any preparation for the defense of any threatened suit or proceeding which might affect the Premises, or the right to sue, whether or not actually commenced. The proceeds of any foreclosure suit shall be distributed and applied in the following manner of priority: first, all costs of all kinds and expenses of each of the foreclosures, the pedigree, including in the order that are above mentioned, second, all principal and interest unpaid on the note, third, Mortgagee's claim under and in accordance with the note, with interest thereon, a fourth, all principal and interest remaining unpaid on the note and the liabilities (first to interest and then to principal), fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may grant the Mortgagee the right to possess the Premises pursuant to Chapter 10, Sections 15-1701 through 15-1703 of the Illinois Revised Statutes and/or appoint a receiver of the Premises. Such grant and/or appointment may be made either before or after entry of judgment of foreclosure, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the grant and/or without regard to the then value of the Premises or whether the premises shall be then occupied as a homestead or not. Mortgagee may be appointed as the receiver. The Mortgagee in possession and/or receiver shall have all powers conferred by law including but not limited to the power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of an entry of judgment of foreclosure during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further time when Mortgagor, except for the non-payment of Mortgagee in possession or receiver, would be entitled to collect the rents, issues and profits. The Mortgagee in possession or receiver shall also have all other powers which may be necessary or usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the Mortgagee in possession or receiver to apply the net income in its hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or will become superior to the lien hereof or of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the note in case of a forfeiture sale and deficiency. No action for the enforcement of the lien or for any provision of this Mortgage shall be subject to any defense which would not be valid and available to the party interposing the same in an action at law upon the note.

19. REPRESENTATIONS: If the Mortgagor is a corporation, 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 and doing 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 power, have been duly authorized by all necessary action of its board of directors, and do not contravene the terms of its articles of incorporation or by-laws. If the Mortgagor is a general or limited partnership, it represents that it is duly organized and existing and that the execution and delivery of this Mortgage and the performance of the obligations it imposes do not conflict with any provision of its partnership agreement and have been duly authorized by all necessary action of its partners. Each Mortgagor represents that the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law and do not conflict with any agreement by which it is bound, and that no consent or approval of any governmental authority or any third party is required for the execution or delivery of this Mortgage or the performance of the obligations it imposes and that this Mortgage is a valid and binding agreement, enforceable in accordance with its terms. Each Mortgagor further represents that it shall provide all balance sheets, profit and loss statements, and other financial statements, as requested by Mortgagee. Any such statements that are furnished to the Mortgagee are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates.

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, Paratransit Courier or like overnight courier service or (e)

Benefits of

३८५

卷之三

VOL. 30

III. SECURITY AMENDMENT. This Article also contains a security agreement within the meaning of the Illinois Uniform Commercial Code ("UCC"). The security agreement grants to the Lender the following rights:

If the advertiser desires to have the payment of any insertion or premium
of his choice made in the payment of any insertion or premium
of any other publications under the same conditions as our regular publications.

แบบจำลอง

મહારાજાનુ

卷之三

VOL. 30

time. All insurance policies and renewals must be acceptable to the manager, and such additional premium may be required from time to time as the manager sees fit. The manager may require payment in advance of loss, but the manager will not be liable for any damage or loss resulting from failure to pay in advance.

UNOFFICIAL COPY

91640152

Property of Cook County Clerk's Office

UNOFFICIAL COPY

My Commission Expires 7/11/95
Notary Public, State of Illinois

DIANA DUEBNER

3119

• Day of November A.D. 19 91

91640152

DECEMBER 5 PM 3:30 1951

DO HEREBY CERTIFY THAT Notary Public in and for said County of NAD TRUST COMPANY OF ILLINOIS, and George J. TOSCAN, Assistant Vice President/Trust Officer/Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribered to the foregoing instrument as such Assumption Vice President/Trust Officer and Assistant Vice President/trust Officer/Assistant Secretary thereof, appeared before me this day in person and acknowledged that they signed and delivered the said instrument before me in their respective capacities.

STATE OF ILLINOIS)
COUNTY OF COOK)
- 55 -

Assistant Vice President & Trust Officer

ATTEST,

WED TRUST COMPANY OF ILLINOIS, as Trustee
under Trust No. 52956 - and not individually
SK
and Trustee Vice President
and Trust Officer

(t) A ALSO EXPRESSLY UNDERSTOOD AND AGREED BY EVERY PERSON, IT IS HEREBY AGREED THAT THIS DOCUMENT SHALL HAVE NO LIABILITY, CONCERNING ANY CLAIMS ARISING OUT OF, OR IN AND SOLELY FOR THE PRESENT, DISPOSAL, RELEASE OR TREATMENT OF ANY HAZARDOUS MATERIALS, WHETHER, FROM OR OTHERWISE, IN THE PROPERTY, GEL, METER, VEGGIE, BUILDING, PERSONAL PROPERTY, PERSONAL PROPERTY, PERSONS OR ANIMALS.

(u) THE PRESENT COMPANY OF LILLINOTS SHALL HAVE NO LIABILITY, CONCERNING ANY HAZARDOUS MATERIALS, WHETHER, FROM OR OTHERWISE, IN THE PROPERTY, GEL, METER, VEGGIE, BUILDING, PERSONAL PROPERTY, PERSONS OR ANIMALS, UNDER, FROM OR OTHERWISE, IN THE PROPERTY, GEL, METER, VEGGIE, BUILDING, PERSONAL PROPERTY, PERSONS OR ANIMALS.

(v) THE PRESENT COMPANY OF LILLINOTS SHALL HAVE NO LIABILITY, CONCERNING ANY HAZARDOUS MATERIALS, WHETHER, FROM OR OTHERWISE, IN THE PROPERTY, GEL, METER, VEGGIE, BUILDING, PERSONAL PROPERTY, PERSONS OR ANIMALS, UNDER, FROM OR OTHERWISE, IN THE PROPERTY, GEL, METER, VEGGIE, BUILDING, PERSONAL PROPERTY, PERSONS OR ANIMALS.

(w) IN THE EVENT OF ANY ACCIDENT BECOMING A PROFESSION OF THIS ACCUMULATOR TRIFER AND THE PROVISIONS OF THIS DOCUMENT TO WHICH IT IS ATTACHED, THE PROVISIONS OF THIS ACCUMULATOR TRIFER SHALL GOVERN.

DATE NOVEMBER 22, 1991 NUMBER TEST NO. 52954-SK