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1. The amount of the mortgage shall be paid over to the lender at the time of payment and no other party shall be...

2. The mortgage shall have the right to pay over the balance of such deposits in the possession of the lender...

3. The mortgage shall be paid on a scheduled basis of payments, and the mortgage shall be paid in full...

4. The mortgage shall be paid in full by the date specified in the mortgage, and the mortgage shall be paid...

5. The mortgage shall be paid in full by the date specified in the mortgage, and the mortgage shall be paid...

6. The mortgage shall be paid in full by the date specified in the mortgage, and the mortgage shall be paid...

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19. The mortgage shall be paid in full by the date specified in the mortgage, and the mortgage shall be paid...

20. The mortgage shall be paid in full by the date specified in the mortgage, and the mortgage shall be paid...

21. The mortgage shall be paid in full by the date specified in the mortgage, and the mortgage shall be paid...

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23. The mortgage shall be paid in full by the date specified in the mortgage, and the mortgage shall be paid...

24. The mortgage shall be paid in full by the date specified in the mortgage, and the mortgage shall be paid...

25. The mortgage shall be paid in full by the date specified in the mortgage, and the mortgage shall be paid...

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**Acceleration of Indebtedness in Case of Default.** If no default be made for fifteen (15) days in the due and punctual payment of the Note, or if the Mortgagor shall be in default in accordance with the terms thereof, either of principal or interest, or do the Mortgagor shall file a petition in voluntary bankruptcy or shall be adjudged bankrupt under the Bankruptcy Code of any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay, or shall be placed in liquidation or to obtain a vacation or stay of involuntary proceedings within the (10) days, as hereinafter provided, or (c) the Mortgagor shall be appointed receiver, or trustee or a receiver shall be appointed for the Mortgagor or for all of its property or the major part thereof in any involuntary proceeding, or if a court shall have taken jurisdiction of the property of the Mortgagor or the major part thereof in any involuntary proceeding, or if the Mortgagor shall be in default in the due observance or performance of any other of the covenants, conditions, stipulations, obligations, covenants, or agreements contained or hereinafter contained, required to be kept or performed or observed by the Mortgagor and the same shall be in default for ten (10) days, then and in every such case the whole of said principal sum hereby assumed shall, at once, at the option of the Mortgagee, be immediately due and payable, together with accrued interest thereon, without notice to Mortgagor.

**Foreclosure, Expenses of Litigation.** When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, the Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by the Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and other costs, to be estimated as to items to be expended after entry of the decree of foreclosure, all such abstracts of title, title searches and examinations, title insurance policies, foreman's certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to protect its interest or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises, and all other costs, outlays, and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection and maintenance of the lien of this mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding, shall be included in the Note or said premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any such suit or proceedings, whether or not actually commenced, shall be immediately due and payable by Mortgagor with interest thereon at the rate applicable to the indebtedness secured by this Mortgage and the same shall be secured by this Mortgage.

**Application of Proceeds of Foreclosure Sale.** The proceeds of any foreclosure sale of the premises shall be distributed and applied to the following in order of priority: First, to the payment of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth any overplus to Mortgagee, its successors or assigns, as their rights may appear.

**Appointment of Receiver.** 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 notice, 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 then be occupied as a homestead or not and the Mortgagee, hereinafter or any holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such 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: (a) the indebtedness secured hereby, or by any device foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such device, provided such application is made prior to the foreclosure sale; (b) the deficiency in case of a sale and deficiency.

**Assignment of Rents and Leases.** To further secure the indebtedness secured hereby, Mortgagor does hereby sell, assign and transfer to the Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any other agreement for the use or occupancy of the premises or any part thereof, which may have been heretofore or may be hereafter made in connection with any lease, or which may be made or agreed to by the Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute assignment and assignment of all of such leases and agreements, and all of the avails thereunder, into the Mortgagee, and Mortgagor does hereby appoint the Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the premises as provided in paragraph 18 hereof) to execute, execute, let all or any portion of said premises to any party or parties (a) such rental and upon such terms as said Mortgagee shall in its discretion determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist, and the proceeds with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgagee would have upon taking possession pursuant to the provisions of paragraph 20 hereof.

Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the above described premises for any one installment in advance and that the payment of none of the rents to accrue for any portion of the said premises has been or will be waived, remitted, reduced, discounted or otherwise discharged or compromised by the Mortgagor. The Mortgagee waives any rights of set-off against any person in possession of any portion of the above described premises. If any lease provides for the abatement of rent during repair of the premises, the abatement shall be extended by reason of fire or other casualty, the Mortgagee shall furnish to the Mortgagee rent insurance, the policies to be in amount known and written by such insurance companies as shall be satisfactory to the Mortgagee. Mortgagor agrees that it will not assign any of the rents or profits of any lease, except to a purchaser or grantee of the premises.

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the premises by the Mortgagee pursuant to paragraph 20 hereof. In the exercise of the power herein granted the Mortgagee has no liability shall be assessed or entered against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

The Mortgagor further agrees to assign and transfer to the Mortgagee all future leases upon all or any part of the premises hereinabove described and to execute and deliver, at the request of the Mortgagee, all such further assurances and assignments in the premises as the Mortgagee shall from time to time require.

Although it is the intention of the parties that the assignment contained in this paragraph 19 shall be a present assignment, it is expressly understood and agreed, notwithstanding herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until a default shall exist hereunder.

**Mortgagee's Right of Possession in Case of Default.** In any case in which under the provisions of this Mortgage the Mortgagee has a right of possession, or of proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as above provided, or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand by the Mortgagee, the Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof, together with all its agents or attorneys, as for condition broken, and Mortgagee in its discretion may, with or without force and with or without process of law, enter, enter, and take and maintain possession of all or any part of said premises, together with all documents, books, records, papers and accounts, and all other things then owned of the premises relating thereto, and may exclude the Mortgagor, its agents or servants, wholly therefrom and may employ any agent of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and conduct the premises for the business, if any, thereof, either personally or by its agents and with full power to use such measures, legal or equitable as may be deemed proper in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails of any lease or sublease of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting to the Mortgagee the authority to exercise each and every of the rights, privileges and powers herein granted at any and all times, hereafter, without notice to the Mortgagor, with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagee to cancel or terminate any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof, to make all renewals or replacements, alterations, betterments and improvements to the premises as to it may seem judicious, useful and expedient, and all risks incidental to Mortgagee's possession, operation and management thereof and to receive all of such avails, rents, issues and profits.

Mortgagor shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability, in whole or in part, and the Mortgagee shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage, in whole or in part, or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands, whether or not such may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms,

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covered by the agreements contained in said leases. Should the Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the agreements themselves, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be borne by the Mortgagor, and the Mortgagee shall reimburse the Mortgagee therefor immediately upon demand.

**Application of Income Received by Mortgagee.** The Mortgagee in the exercise of the rights and powers hereinabove conferred upon it by paragraph 20 hereof shall have full power to use and apply the avails, rents, issues and profits of the premises to the payment of or in discharge of the following, in such order as the Mortgagee may determine:

(1) the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include legal and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, and other premiums on insurance hereinabove authorized;

(2) the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(3) the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, including the cost from time to time of installing or replacing refrigeration and gas or electric stoves therein, and of placing said property in such condition as will, in the judgment of the Mortgagee, make it readily rentable;

(4) the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

**Mortgagee's Right of Inspection.** Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto for the purpose herein stated.

**Late Charge.** In the event the Mortgagee shall, from time to time, accept payment of any installment required on the Note and such installment is in arrears, Mortgagee may collect a "late charge" as provided for in the Note to cover the extra expense involved in handling delinquent payments, provided, however, that nothing in this paragraph contained shall authorize the Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

**Condemnation.** Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for land or mortgaged property taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award or claim in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds of the award shall be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on said premises in accordance with plans and specifications to be submitted to and approved by Mortgagee. If the Mortgagor is obligated to restore or replace the buildings or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the date of this Mortgage and if such liability does not result in cancellation or termination of such lease, the award shall be used to reimburse Mortgagee for the cost of the rebuilding or restoring of buildings or improvements on said premises, provided Mortgagor is not then in default under this Mortgage. In the event Mortgagor is required or authorized, either by Mortgagee's election as aforesaid, or by virtue of any such lease, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in paragraph 8 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect, out of the proceeds of the award, a premium on the amount prepaid, at the same rate as though Mortgagor had elected at the time of such application of proceeds for it Mortgagee then has no such election, at the first succeeding date on which Mortgagor could be held liable to prepay the indebtedness in accordance with the terms of the Note secured hereby.

**Release upon Payment and Discharge of Mortgagor's Obligations.** Mortgagee shall release this mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby, and payment of a reasonable fee to Mortgagee for the preparation and execution of such release.

**Giving of Notice.** Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Mortgagor at the mortgaged premises (as signified by street address) or to the Mortgagee, at its principal office in Chicago, Illinois to the attention of the office of the Vice President in charge of commercial multi-family real estate loans and specifying the loan number and at another place within the United States as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder. Any notice given by the Mortgagee shall be deemed given on the date the same is deposited in the United States mails.

**Waiver of Defense.** No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be available to the party interposing same in an action at law upon the Note hereby secured.

**Waiver of Statutory Rights.** Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension, exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all rights which it may have in and to the premises and estates comprising the mortgaged property marshalled upon any foreclosure of the lien hereof and agrees that any court hereinafter authorized to foreclose such lien may order the mortgaged property sold as an entirety. **THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE PURSUANT TO RIGHTS IN ILLO QUO GRANTED, ON BEHALF OF THE MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PREMISES DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.**

**Mortgagee's Lien for Service Charges and Expenses.** At all times, regardless of whether any loan proceeds have been disbursed, the Mortgagee reserves an addition to any loan proceeds disbursed from time to time the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan to be secured hereby, all in accordance with the application and loan commitment issued in connection with this transaction.

**Furnishing of Financial Statements to Mortgagee.** Upon request, Mortgagor shall furnish to Mortgagee, a semi-annual operating statement of income and expense of the mortgaged premises signed and certified by the Mortgagor's beneficiary or beneficiaries.

**Cumulative Rights.** Each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith.

**Binding on Successors and Assigns.** The lien of this Mortgage and all of the provisions and conditions contained herein shall extend to and be binding upon all successors and assigns of the Mortgagor. The word "Mortgagor" when used herein shall include the successors and assigns of the Mortgagor named herein, and the holder or holders, from time to time, of the Note secured hereby.

**Captions.** The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining, in any way, the scope or intent of the provisions hereof.

THIS MORTGAGE is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon it as such Trustee and said Corporation (Association) hereby warrants that it possesses full power and authority to execute this mortgage, and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the part of Mortgagee and Corporation (Association) personally to pay the Note or any interest that may accrue thereon, or any indebtedness secured hereunder, in conformity with any covenant either express or implied herein contained or being understood and agreed that each of the provisions hereof contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same are couched in language of a promise or covenant or agreement, all such liability, if any, being expressly waived by Mortgagee and its successors and assigns hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors and said Corporation (Association) personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness secured hereunder shall be deemed to be one or more of the premises hereby conveyed and the rents, issues and profits thereof, for the payment thereof, by the entire covenant hereof, shall be created, in the manner herein and in the Note provided; (2) any other security given to secure said indebtedness; or (3) the personal liability of the mortgagor, guarantor, co-signor, surety or endorser, if any.

01/15/2018

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COMMERCIAL NATIONAL BANK OF CHICAGO

IN WITNESS WHEREOF, I, the undersigned, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer this 3rd day of December 19 91

*[Handwritten signature]*

COMMERCIAL NATIONAL BANK OF CHICAGO

not personally, but as Trustee as aforesaid

Attest:

*[Handwritten signature]*

*[Handwritten signature]*

Assistant Trust Officer

Trust Officer

STATE OF ILLINOIS

CO. SS:

COUNTY OF

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ronald J. Drobny, Trust Officer and Cynthia S. Neil, Assistant Trust Officer of said (Corporation) (Association) who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Asst. Trust Officer 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) (Association), as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that (he) (she), as custodian of the corporate seal of said (Corporation) (Association), did affix the corporate seal of said (Corporation) (Association) to said instrument as (his) (her) free and voluntary act and as the free and voluntary act of said (Corporation) (Association), as Trustee as aforesaid, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 4th day of December 19 91

My Commission Expires

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*[Handwritten signature]*

Notary Public



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Box 165

TRUSTEE MORTGAGE

To

Citibank, Federal Savings Bank  
A Federal Savings and Loan Association

Upon Property Located at:  
4201-03 N. Damen Avenue  
Chicago, Illinois 60613

Corporate Office  
100 N. Dearborn Street  
Chicago, Illinois 60610  
Telephone: 312-577-5000

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