

...with the property hereinafter described, or referred to herein as the "premises"...

4201-03 N. Damen Avenue, Chicago, Illinois 60613

91657018

1991 FEB 2 PM 2:11

FAX I.D.#14-18-406-018-0000

HEREFORE DEDICATED IN COOK COUNTY, ILLINOIS, WEST OF THE CHICAGO AND NORTH WESTERN RAILROAD RIGHT OF WAY AND EXCEPT STREET

...and State of Illinois, will City of Chicago ...

...FOUR HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED AND NO/100

...and known as Trust No 943 ...

...December 3

LOAN#: 010069737

91657018



Maureen Clinton One South Dearborn Street Chicago, IL 60603

TRUSTEE MORTGAGE

THIS INSTRUMENT WAS PREPARED BY

Handwritten notes: HAWKINS 72296104

Handwritten mark: (1)

Handwritten initials: MR

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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...

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

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

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

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

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

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

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

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

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

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

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

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

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...

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

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...

ARTICLE III: OTHER AGREEMENTS AND AGREED TO

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

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

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

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...in accordance with the terms thereof, either of principal or interest, or do the Mortgagee shall file a petition in voluntary bankruptcy...
...to obtain a vacation or stay of involuntary proceedings within the (10) days, as hereinafter provided, or (c) the Mortgagee shall file a complaint...

Foreclosure, Expenses of Litigation. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration...
...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...

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...

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...

Assignment of Rents and Leases. To further secure the indebtedness secured hereby, Mortgagee 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...

Mortgagee 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...

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.

The Mortgagee 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, 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 in any proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as above provided...

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability, legal or equitable, and the Mortgagee shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, legal or equitable, which 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 elect 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, by first class registered mail addressed to the Mortgagor at the mortgaged premises (as designated 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, by the laws of this State 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 THIS STATE 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 that 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 or said 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,

not personally but as Trustee as aforesaid, has caused these presents to be signed by its and its corporate seal to be hereunto affixed and attested by its

this 3rd day of December

19 91

COMMERCIAL NATIONAL BANK OF CHICAGO

not personally, but as Trustee as aforesaid

Attest:

[Signature]

By *[Signature]*

Assistant Trust Officer

Trust Officer

STATE OF ILLINOIS

SS:

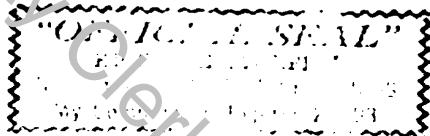
COUNTY OF

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 persons 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

[Signature]
Notary Public



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 60611
Telephone (312) 577-5000

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