

91055004

Bank of Bellwood
Land Trust
Mortgage

DEPT-01 RECORDING 119.29
10777 TRNN 02/05/91 10 21:00
#3945 # * - 91-055004
COOK COUNTY RECORDER

91055004

The above work for RECORDER'S USE ONLY

THIS INSTRUMENT made December 26, 1990 Witnesseth that the undersigned
NBD Trust Company of Illinois not personally but as Trustee under the provisions
of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated 12/3/90
and known as its Trust Number: 52860-SK, 52861-SK & 52853-SK
hereinafter referred to as the Mortgages, by the Mortgagors, hereinafter referred to as the Mortgagors, being hereby County and Mort-
gagor to Bank of Bellwood, an Illinois Banking Corporation, having an office and place of business in Bellwood, Illinois, hereinafter
referred to as the Lender, to mortgage the following real estate situated in the County of COOK, State of Illinois, to wit

See Schedule "A" attached hereto and made a part thereof

TOGETHER with all the buildings and improvements now or hereafter erected thereon and all appurtenances, apparatus and
fixtures and the rents issues and profits thereof of every nature, nature and kind
TO HAVE AND TO HOLD the said property, unto said Mortgagee, for the use and purposes herein set forth, free from
all rights and benefits under the Homestead Exemption laws of the State of Illinois, which said rights and benefits said Mortgagee do
hereby release and waive

This mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the mortgagee evidenced by the
Mortgagor's Note of even date herewith in the Principal sum of Two Hundred Fifty Thousand and 00/100

Dollars (\$ 250,000.00) with a final payment due on demand, together with interest as follows, and
all renewals, extensions or modifications thereof:

X Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the rate of 12.0
percent per annum and after maturity at the rate of 17.0 percent per annum.

(2) Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the prime lending rate
of _____ but in no event less than _____ percent per
annum over the said prime lending rate, and after maturity at the said prime lending rate plus _____ percent per annum
over the said prime lending rate, provided however that said interest rate in no event shall be less than _____ percent per
annum. Any increase or decrease of the rate of interest shall be effective as of the date of said prime lending rate change.

(3) Future Advances Upon request of Mortgagor's Lender, at Lender's option prior to release of this Mortgage may make future
Advances to Mortgagors. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory
notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage
not including sums advanced in accordance herewith to protect the security of this mortgage exceed the original amount of the Note plus
US \$ 125,000.00

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page _____ the reverse side of this mortgage
are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagors, their heirs, successors and assigns.

THIS MORTGAGE is executed by the undersigned trustee, not personally but as a Trustee as aforesaid, in the exercise of the power
and authority conferred upon and vested in it as such Trustee. Said Trustee hereby warrants that it possesses full power and authority
to execute this instrument and it is expressly understood and agreed that nothing herein or in said note contained shall be construed
as creating any liability on the said Trustee personally to pay the said note or any interest thereon that may accrue thereon, or any indebtedness
secured hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly
waived by the Mortgagor and by every person now or hereafter claiming any right to security hereunder, and that to the said Trustee
personally is concerned the legal holder or holders of said note and the owner or owners of any indebtedness secured hereunder shall look
solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in them, and herein and
in said note provided or by action to enforce the personal liability of the guarantor or co-maker, if any.

IN WITNESS WHEREOF the undersigned trustee not personally but as a Trustee as aforesaid, has caused these presents to be signed
and its corporate seal to be hereunto affixed and attested to, the day and year first above written.

NBD Trust Company of Illinois As Trustee
as aforesaid and not personally.

CORPORATE SEAL

By [Signature] TRUST OFFICER
and [Signature] AS Secretary

STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY
CERTIFY that the above named officers of the "NBD Trust Company of
Illinois"

Grantor personally known to me to be
the same persons whose names are subscribed to the foregoing instrument as such officers
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 volun-
tary act of said Company for the uses and purposes therein set forth and the said officers
then and there acknowledged that the said officers, as custodian of the corporate seal of
said Company, caused the corporate seal of said Company to be affixed to said instrument
as said officers own, free and voluntary act and as the free and voluntary act of said Com-
pany for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 13th day of
January 19 91

Notary Public

Notarial Seal
JOSEPH F. [Signature]
Notary Public, Cook County
State of Illinois
My Commission Expires 9-25-93

FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

Place in Recorder's Box

No _____

MAIL TO
Bank of Bellwood
219 South Mannheim Road
Bellwood, IL 60104

Reference: Duquet to/Sinclair

REC. NBD TRUST CO. 91055004

91055004

SEE TRUSTEE'S INDEX ATTACHED

[Handwritten signature]

1. Mortgages shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may be damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanical or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or building now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgages shall pay before any general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgages shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgages, or changing in any way the laws relating to the taxation of mortgages or debts secured hereby, or the Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby, or the holder thereof, then and in any such event, the Mortgagee, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor, provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgages to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagee, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any State having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagee covenant and agree to pay such tax in the manner required by any such law. The Mortgagee further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

5. The Mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on its own behalf and on behalf of each and every person, except decree of judgment creditors of the mortgagee, acquitting any interest in or title to the premises in the date of this Mortgage. [This paragraph is operative where allowed by Illinois Statutes.]

6. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the Mortgagee, under insurance policies, payable, in case of loss or damage, to Mortgages, 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 the 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.

7. In case of default hereon, Mortgages may, but need not, make any payment or perform any act hereinafter required of Mortgages in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior accounts, if any, and purchase, discharge, compromise or settle any lien or other prior lien or title or claim or interest, or redeem from any tax sale or forfeiture affecting said premises or contract any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and without interest hereon at the post maturity rate of the note hereby secured. Fraction of Mortgage shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereon on the part of the Mortgagee.

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

9. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgages, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagee herein contained.

10. 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 attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all writs, abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary, either to protect the such suit or to evidence to bidders 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 this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest, at the post maturity rate of the note hereby secured, when paid or incurred by Mortgagee in connection with the prosecution, control, management and operation of the premises during the whole or in part of (1) the indebtedness secured hereby, or by any decree foreclosing this mortgage, or any final, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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 intervening same in an action at law upon the note hereby secured.

12. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. The Mortgagee shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

14. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor or interested in said premises, shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

15. Mortgagee shall release this mortgage and lien thereon by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

16. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and assigns of the Mortgagee, who used herein shall include the note of this mortgage, and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note of this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee (or beneficial owner) will not transfer, assign or in any way hypothecate or attempt to transfer, assign or hypothecate their right, title, interest, or any beneficial interest in the property securing this Note without first obtaining the written consent of the holder. Upon any transfer, assignment or hypothecation of managers right, title or interest to the property or any beneficial interest therein securing this Note, with the option of the holder immediately become due and payable. The fact that a manager, assignment or hypothecation shall at the option of the holder immediately become due and payable. The fact that a manager, assignment or hypothecation shall at the option of the holder immediately become due and payable. The fact that a manager, assignment or hypothecation shall at the option of the holder immediately become due and payable. The fact that a manager, assignment or hypothecation shall at the option of the holder immediately become due and payable.

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Schedule "A"

Parcel 1:

The East 35 Feet of Lot 38 in Marshall's Subdivision of Lot 4 in the County Clerks division of part of the South West fractional $\frac{1}{4}$ of fractional Section 30, Township 41 North, Range 14 East of the Third Principal Meridian, North of Indian Boundary Line in Cook County, Illinois.

PIN#11-30-317-016-0000 Commonly known as: 2029 Jarvis, Chicago, IL 60645

Parcel 2:

Unit #23-T, in Hollywood Towers Condominium, as delineated on a Survey of the following described real estate: Lots 19 to 23, both inclusive, and part of Lot 24 in Block 21 in Cochran's Second Addition to Edgewater, together with part of the land lying between the East line of said Lots and the West Boundary line of Lincoln Park, all in the East Fractional $\frac{1}{4}$ of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as document 24903562 together with its undivided percentage interest in the common elements.

PIN#14-05-407-017-1507 Commonly known as 5701 N. Sheridan #23T, Chicago, IL 60660

Parcel 3: Lots 5 and 6 in Fred W. Drummel and Company's Howard Ridge Addition, being a Subdivision in the South West fraction $\frac{1}{4}$ of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN#11-30-307-038-0000 & 11-30-307-039-0000

Commonly known as 2225 W. Howard, Chicago, IL 60645

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Property of Cook County Clerk's Office

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Property of Cook County

In the event of any conflict between the provisions of this section and the provisions of the document to which it is attached, the provisions of this section shall govern.

It is also expressly intended and agreed by every person, firm or corporation claiming any interest under this document that the 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 recovery of any hazardous materials on, over, under, in or affecting the property, (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials, (3) any lawsuit, brought or threatened, settlement received or given in order relating to such hazardous materials, and/or (4) any violation of laws, orders, regulations, requirements or demands of governmental authorities, or any policies or regulations of the trustee which are based upon or in any way related to such hazardous materials, including, without limitation, air quality and environmental laws, rules, regulations and laboratory fees, court costs, and litigation expenses.

This mortgage or TRUST DEED in the nature of a mortgage is executed by TRUST COMPANY OF ILLINOIS, not personally but as trustee under Trust No. _____ in the exercise of the power and authority conferred upon and vested in it as such trustee (and said Trustee and authority to execute this instrument) and it is expressly understood and agreed that nothing contained herein or in the Note or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any lien, security, or any interest that may accrue thereon, or any indebtedness accruing, however, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the mortgage or Trustee under said Trust Deed, the legal estate (or holder) of said Note, and by every person now or hereafter claiming any right or estate therein, and that so far as the Mortgagee or Grantor and said TRUST COMPANY OF ILLINOIS are concerned, the legal holder or holder of said Note and the owner or lessor of any indebtedness secured hereby shall look solely to the premises hereby mortgaged or conveyed for the payment thereof, by the operation of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of the grantor, if any, and the co-grantor and co-borrower to be performed hereunder by TRUST COMPANY OF ILLINOIS and taken by it solely as trustee as aforesaid and not individually, and no personal recovery of any of the co-grantor, grantor, representative, indemnifications or warranties or of individual or entity shall be asserted or enforceable against TRUST COMPANY OF ILLINOIS.

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