

# UNOFFICIAL COPY

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rev. 11/14/90

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## MORTGAGE

THIS MORTGAGE, is given on MARCH 1, 1991. The MORTGAGOR is FIRST NATIONAL BANK OF CICERO, a national banking association duly authorized to accept and execute trusts in the State of Illinois, whose address is 6000 W. CERMAK ROAD, CICERO, IL 60650, not personally but as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said association in pursuance of a Trust Agreement dated MARCH 7, 1989, and known as Trust Number 9692 and the FIRST NATIONAL BANK OF CICERO, a national banking association, which is organized and existing under the laws of United States of America and whose address is 6000 W. Cermak Road, Cicero, Illinois 60650 (MORTGAGEE).

DEPT-OF RECORDING \$20.00  
 T43333 TRAN 7939 03/21/91 14:32:00  
 WITNESSETH: \$6465 C \* - 91 - 128564  
 COOK COUNTY RECORDER

Whereas, Sequin Services, Inc. as sole beneficiary of Trust Agreement dated March 7, 1989, and known as First National Bank of Cicero Trust Number 9629 is justly indebted to the Mortgagee upon a Note dated MARCH 1, 1991 (said Note, all renewals and extensions thereof, and any additional notes hereinafter, collectively referred to as "Note"), in the principal sum of SEVEN-HUNDRED-TWELVE-THOUSAND-FIVE-HUNDRED-AND-NO/100----- (\$712,500.00), payable to the order of and delivered to the Mortgagee, in and by which Note Mortgagor promises to pay the said principal sum from the date hereof with interest at the rate set forth in the Note, and all of said principal and interest are made payable at the office of the Mortgagee in Cicero, Illinois;

NOW, THEREFORE, the Mortgagor, to secure the payment of said principal sum of money and said interest on said note, and all indebtedness of Mortgagor to the Mortgagee, whether now existing or hereafter incurred in accordance with the terms, provisions and limitations of said Note and this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents, grant, remise, release, alien, warrant and convey unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situated, in the TOWN OF CICERO AND CITY OF BERWYN County of COOK, in the State of Illinois, to-wit:

Legal Description attached hereto as Exhibit "A"  
 and made a part hereof.

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

Mike NTS  
 124-20328-14

*Box 15*

*1 of 2*

**BOX 15**

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Together with all improvements, tenements, easements, fixtures, coal, mineral rights and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation. All of the foregoing are declared to be a part of said real estate, whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

To have and to hold the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien thereof; (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 buildings now or at any time in the process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances 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. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay 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, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor 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 of liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages 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 Mortgagor, upon demand by the Mortgagee, shall pay such taxes or

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Together with all improvements, fixtures, easements, appurtenances, mineral rights and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as the Mortgagor may be entitled thereto (which are pledged or mortgaged) and on a party with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used for study, heat, gas, air conditioning, water, light, power, refrigeration (whether single unit or centrally controlled), and ventilation. All of the foregoing are declared to be a part of said real estate, whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the Mortgagor or his successors or assigns shall be considered as constituting part of the real estate.

To have and to hold the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purpose, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

1. Mortgagor shall: (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, and free from encumbrances of other liens or claims for ten not expressly subordinated to the first mortgage; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the first mortgage, and upon receipt of satisfactory evidence of the discharge of such lien to the Mortgagee; (4) complete within a reasonable time any building or building now or at any time in the process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances 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. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay 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, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor 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 of liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages 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

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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 Mortgagor 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, Mortgagee may elect, by notice in writing given to the Mortgagor, 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 Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agrees to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition or any tax on the issuance of the note secured hereby.

5. At such time as the Mortgage is not in default either under the terms of the Note secured hereby or under the terms of this mortgage, Mortgagor shall have such privilege of making prepayments on the principal of said Note (in addition to the required payments) as may be provided in said Note.

6. Mortgagor 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 moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, 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 (10) days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises of contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's 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 be come immediately due and payable without notice and with interest thereon at two percent (2.00%) greater than the rate then effective and late charges due under the Note. In action of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor.

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assessment of release the mortgage therefor; provided, however, that if, in the opinion of counsel for the Mortgagee, (a) it might be unlawful to require the Mortgagor 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, Mortgagee may elect, by notice in writing given to the Mortgagor, to decline 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 covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants 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 issue of the note secured hereby.

5. All such items as the Mortgagee is not in default either under the terms of the note secured hereby or under the terms of this mortgage, Mortgagor shall have such obligation of making payments on the principal of said note in addition to the reduced payments as may be provided in said Note.

6. Mortgagor shall see to it that all buildings and improvements now or hereafter situated on said premises shall be insured against loss or damage by fire, lightning and windstorm under policies of insurance for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, and in compliance satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage to buildings, such policies to be evidenced by the standard mortgage clause as attached to each policy, and shall deliver all policies, including original and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

7. In case of default thereon, Mortgagee may, but need not, make any payment of principal and interest due and payable by Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or other encumbrances, if any, and purchase or discharge, complete or settle any tax lien or other lien or title or claim threat of claim from any tax sale or forfeiture affecting said premises or collect any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and all other moneys advanced by Mortgagee to protect the mortgagee's interest and the lien hereof, shall be so much additional indebtedness secured hereby and shall be come immediately due and payable without notice and with interest thereon at two percent (2.00%) greater than the rate then effective and late charges due under the note. In action or Mortgagee shall never be considered as a waiver or any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor.

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8. Subject to applicable law or to a written waiver by Mortgagee, Mortgagor shall pay to Mortgagee on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. An amount equal to two (2) months taxes and insurance will be escrowed in addition to the amount necessary to pay the taxes and insurance when due. These items are called "escrow items." Mortgagee may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items. Unless an agreement is made or applicable law requires interest to be paid, Mortgagee shall not be required to pay Mortgagor any interest or earnings on the Funds.

9. The Mortgagee making any payment hereby 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, tax lien or title or claim thereof.

10. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms of the Note and Guaranty. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Notes, the Guaranty, or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of principal or interest on the Note or Guaranty, or (b) when default shall occur and continue for three (3) days in the performance of any other agreement of the Mortgagor herein contained.

11. 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 suite 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 attorney's fees, appraiser's 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) or procuring all such 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 prosecute 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 thereon at two percent (2.00%) greater than the rate then effective and late charges due under the Note, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof

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8. Subject to applicable law or a written waiver by Mortgagee, Mortgagee shall pay to Mortgagee on the day monthly payments due under the Note until the Note is paid in full. A sum (funds) equal to one-twelfth of: (a) yearly taxes and assessments which are actually over this security instrument; (b) yearly assessed payments of ground rents on the property; (c) and (d) yearly based insurance premiums; and (e) yearly mortgage insurance premiums, if any. An amount equal to two (2) months taxes and insurance will be reserved in addition to the amount necessary to pay the taxes and insurance when due. These items are called "escrow items." Mortgagee may estimate the funds due on the basis of current data and reasonable estimates of future escrow items. Unless an agreement is made or applicable law requires interest to be paid, Mortgagee shall not be required to pay Mortgagee any interest or earnings on the funds.

9. The Mortgagee makes the payment herein and related 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, foreclosure, tax lien or title or claim thereof.

10. Mortgagee shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms of the Note and Guarantee. At the option of the Mortgagee and without notice to Mortgagor, all such indebtedness secured by this Mortgage shall, notwithstanding anything to the contrary, the quantity of or in this Mortgage to the contrary, become due and payable immediately in the case of default in making payment of principal or interest on the Note or Guarantee, or (b) when default shall occur and continue for three (3) days in the performance of any other agreement of the Mortgagor herein contained.

11. 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 case to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and charges which may be paid or incurred by or on behalf of Mortgagee for all necessary legal, professional fees, outlays for documentary and expert evidence, attorneys' charges, partition costs and costs (which may be estimated as to time to be expended after entry of the decree) or producing a full abstract of title, title searches and examinations, title insurance policies, liens, mortgages and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to preserve such title or to evidence to buyers 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 soon as additional indebtedness secured hereby and hereunder, the and hereby, with interest thereon at two percent (2.00%) greater than the rate then effective and late charges due under the Note, when paid or incurred by Mortgagee in connection with (a) any proceeding, including foreclosure and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof.

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after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

12. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority; first, on account 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 Guaranty, with interest remaining unpaid on the Guaranty, third, all principal and interest remaining unpaid on the Guaranty; fourth, any overplus to Mortgagor, its heirs, legal representatives or assigns, as their rights may appear.

13. 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 time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee 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: (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, 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; (b) the deficiency in case of a sale and deficiency.

14. 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 interposing same in an action at law upon the Note hereby secured.

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

16. After an event of default occurs, the Mortgagor 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.

17. If the payment of said indebtedness or any part hereof 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 be

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after accrual of such fund to foreclose whether or not actually commenced; or for preparation for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

15. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incurred in 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 secured by the guaranty with interest remaining unpaid on the due date of such principal and interest remaining unpaid on the guaranty; fourth, any surplus to Mortgagee, for hereof, legal representatives of assignors, as their titles may appear.

13. 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 of insolvent or Mortgagee at time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not, and the receiver may be appointed as such receiver. Such receiver shall have power to collect all 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 term of such period of redemption, whether there be redemption or not, as well as during any further time when Mortgagee, 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 advisable 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 to payment in whole or in part: (a) the indebtedness secured hereby, or in any order for the mortgage, or any tax, special assessment of other lien which may or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

14. 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 defending same in an action at law upon the Note hereby secured.

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

16. After an event of default occurs, 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.

17. If the payment of said indebtedness or any part hereof 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 be

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held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right to recourse against all such persons being expressly reserved by the Mortgage, notwithstanding such extension, variation or release.

18. Mortgagee shall release this Mortgage and lien thereof 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.

19. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Note secured hereby.

20. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights therein granted, on behalf of the Mortgagor, and each and every person acquiring any interest in, or title to, the premises described herein subsequent to the date of the Mortgage, and on behalf of all other persons to the extent permitted by the provisions of the Illinois Code of Civil Procedure.

21. To keep the Property free of Hazardous Materials. For purposes of this Mortgage "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. sec. 9601, et seq.) (the Hazardous Materials Transportation Act), as amended (49 U.S.C. sec 180, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sec. 9601 et seq.), and in the regulations adopted, and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule, or regulation.

22. The Mortgagor will not, without the prior written consent of Mortgagee, sell, assign or transfer, whether by operation of law or otherwise, all or any portion of its interest in the premises, or enter into an agreement for any of the foregoing, including, without limitation, a lease with an option to purchase, an installment sale agreement or a conditional sale agreement.

This mortgage is executed by FIRST NATIONAL BANK OF CICERO, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and said Bank 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 Mortgagor or on said bank, or personally to pay the said Note or any

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held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right to recourse against all such persons being expressly reserved by the Mortgage notwithstanding such extension, variation or release.

18. Mortgagee shall release this Mortgage and lien thereof by proper payment into payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

19. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagee and all persons claiming under of this Mortgage, and the word "Mortgagee" when used herein shall include all such persons and all persons liable for the payment of the indebtedness of any part thereof, whether or not such persons have executed the Note of this Mortgage. The word "Mortgage" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder of holders, from time to time, of the Note secured hereby.

20. Mortgagee hereby waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights therein granted, on behalf of the Mortgagee, 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 Uniform Code of Civil Procedure.

21. To read the Roberts Law of Hazardous Materials. For purposes of this Mortgage "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, asbestos, asbestos or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. sec. 9601, et seq.) (the Hazardous Materials Transportation Act, as amended 49 U.S.C. sec. 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sec. 9601, et seq.), and in the regulations adopted, and modifications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule, or regulation.

22. The Mortgagee will not, without the prior written consent of Mortgagee, sell, assign or transfer, whether by operation of law or otherwise, all or any portion of its interest in the premises, or enter into an agreement for any of the foregoing, including, without limitation, a lease with an option to purchase, an installment sale agreement or a conditional sale agreement.

This mortgage is executed by FIRST NATIONAL BANK OF OREGON, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and said Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein of in said Note contained shall be construed as creating any liability on Mortgagee or on said bank, or personally to say the said Note or any

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interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor and its successors and said Association personally are concerned, the Holders and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the premises and the rents, issues and profits thereof for the payment thereof by the enforcement of the lien hereby created, in the manner herein and in the Note provided; (2) assets of the Trust Estate held under the Trust Agreement; (3) any other security given to secure said indebtedness; (4) the personal liability of the guarantor, if any; or (5) Seguin Services, Inc., as sole beneficiary of that Trust Agreement dated March 7, 1989, and known as First National Bank of Cicero Trust Number 9629.

IN WITNESS WHEREOF, First National Bank of Cicero, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunder affixed by its Assistant Secretary, the day and year first above written.

FIRST NATIONAL BANK OF CICERO AS TRUSTEE, UNDER TRUST AGREEMENT DATED MARCH 7, 1989 AND KNOWN AS TRUST NUMBER 9692 NOT PERSONALLY, BUT AS TRUSTEE AFORESAID

BY: *L. Henry Richter*

ITS: VICE PRESIDENT

ATTEST: *Nancy Furdola*

ITS: ASSISTANT SECRETARY

# UNOFFICIAL COPY

IN WITNESS WHEREOF, First National Bank of Cicero, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed by its Assistant Secretary, the day and year first above written.

IN WITNESS WHEREOF, First National Bank of Cicero, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed by its Assistant Secretary, the day and year first above written.

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IN WITNESS WHEREOF, First National Bank of Cicero, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed by its Assistant Secretary, the day and year first above written.

TRUSTEE AFORESAID  
 NUMBER 8888 NOT PERSONALLY, BUT AS  
 TRUSTEE UNDER TRUST AGREEMENT DATED  
 FIRST NATIONAL BANK OF CICERO AS

\_\_\_\_\_  
 ITS: VICE PRESIDENT

\_\_\_\_\_  
 ATTEST:

\_\_\_\_\_  
 ITS: ASSISTANT SECRETARY

County Clerk's Office

31138284

# UNOFFICIAL COPY

9 1 1 2 8 5 6 4

STATE OF ILLINOIS  
COUNTY OF COOK

I, JANINE C. PAPE, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that GLENN J. RICHTER, it's VICE PRESIDENT, and NANCY FUDALA, it's ASSISTANT SECRETARY of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal this 18<sup>th</sup> day of March, 1991

NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

"OFFICIAL SEAL"  
Janine C. Pape  
Notary Public, State of Illinois  
My Commission Expires 8/12/92

THIS INSTRUMENT WAS PREPARED BY: TERRENCE J. BLAIDA, VICE PRESIDENT, FIRST NATIONAL BANK OF CICERO, 6000 W. CERMAK ROAD, CICERO, IL 60650

RETURN RECORDED DOCUMENT TO: ~~FIRST NATIONAL BANK OF CICERO, 6000 W. CERMAK ROAD, CICERO, IL 60650 OR BOX 284~~

TICOR TITLE  
203 N. LASALLE ST.  
STE 1400  
Chicago, IL 60601  
ATTN: M. WEIHMAN

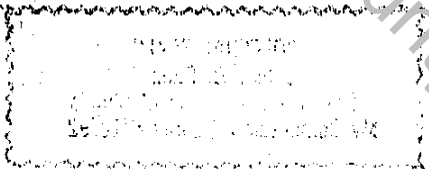
91128564

UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF COOK

I, JANE C. HARRIS, a Notary Public in and for said County in the State of Illinois, do hereby certify that GLENN J. RICHTER, Vice President, and NANCY FUDALA, Assistant Secretary of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, 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 Bank, as trustee as aforesaid, for the use and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as trustee as aforesaid, for the use and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.



NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

THIS INSTRUMENT WAS PREPARED BY: TERENCE J. BLAIDA, VICE PRESIDENT, FIRST NATIONAL BANK OF CICERO, 8000 W. CERMAK ROAD, CICERO, IL 80820

RETURN RECORDED INSTRUMENT TO: FIRST NATIONAL BANK OF CICERO, 8000 W. CERMAK ROAD, CICERO, IL 80820 OR BOX 28A

TERENCE J. BLAIDA  
VICE PRESIDENT  
FIRST NATIONAL BANK OF CICERO  
8000 W. CERMAK ROAD  
CICERO, ILLINOIS 80820

011582200



# UNOFFICIAL COPY

9 1 1 2 8 5 6 4

## EXHIBIT "A"

### PARCEL 1:

LOT 131 IN SECOND ADDITION TO PARKHOLME, A SUBDIVISION OF WEST PART OF BLOCK 15 IN GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-21-413-001

C/K/A: 1901 S. 51ST AVENUE, CICERO, IL 60650

### PARCEL 2:

LOT 16 AND THE NORTH 8.5 FEET OF LOT 17 IN BLOCK 2 IN J. H. CURTIS ADDITION TO BERWYN, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-30-305-014

C/K/A: 2621 S. KENILWORTH AVE., BERWYN, IL 60402

### PARCEL 3:

LOTS 12 TO 21 IN BLOCK 1 IN BALDWINS SUBDIVISION OF BLOCKS 3, 14, 19, 30, 31 AND 33 AND THOSE PARTS OF 32ND AND 35TH STREETS LYING BETWEEN BALDWIN AND HIAWATHA AVENUES IN LAVERGNE, A SUBDIVISION OF THE NORTH WEST QUARTER AND THAT PART OF THE NORTH EAST QUARTER AND THE SOUTH EAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER LYING NORTH OF CGDEN AVENUE OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-31-203-031

C/K/A: 6609 WEST STANLEY AVE., BERWYN, IL 60402

91128564

# UNOFFICIAL COPY

EXHIBIT A

PARCEL 1: LOT 157 IN SECOND ADDITION TO PARHOLME, A SUBDIVISION OF WEST PART OF BLOCK 15 IN GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-21-418-001  
CAXA: 1801 S. 81ST AVENUE, CICERO, IL 60880

PARCEL 2: LOT 16 AND THE NORTH 8.5 FEET OF LOT 17 IN BLOCK 5 IN J. H. CURTIS ADDITION TO BERWYN, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-30-302-014  
CAXA: 2821 S. KENILWORTH AVE., BERWYN, IL 60402

PARCEL 3: LOTS 12 TO 21 IN BLOCK 1 IN BALDWIN SUBDIVISION OF BLOCKS 9, 14, 18, 20, 31 AND 32 AND THOSE PARTS OF 32ND AND 33RD STREETS LYING BETWEEN BALDWIN AND HIWATHA AVENUES IN LAWRENCE, A SUBDIVISION OF THE NORTH WEST QUARTER AND THAT PART OF THE NORTH EAST QUARTER AND THE SOUTH WEST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER LYING NORTH OF GARDEN AVENUE OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 18-31-202-181  
CAXA: 6809 W. STANLEY AVE., BERWYN, IL 60402

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