

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (hereinafter referred to as this "Mortgage") is made as of April 15, 1991, from Bank of Chicago/Garfield Ridge, not personally but solely as Trustee pursuant to Trust Agreement dated December 9, 1983 and known as Trust No. #83-12-5 ("Mortgagor"), with a mailing address at 6353 West Fifty-fifth Street, Chicago, Illinois, 60638 and Bank of Chicago/Garfield Ridge ("Mortgagee"), with a mailing address at 6353 W. 55th Street, Chicago, Illinois 60638;

WHEREAS, Mortgagor is justly and truly indebted to Mortgagee in the principal sum of ONE HUNDRED FIVE THOUSAND AND 00/100 (\$105,000.00) Dollars evidenced by a certain Promissory Note of even date herewith executed by Mortgagor payable to the order of Mortgagee whereby Mortgagor promises to pay out of that part of the trust estate subject to the aforesaid trust said principal sum as follows:

in 11 equal successive monthly installments ~~not to exceed~~ in the amount of \$1,000.00 each commencing with the installment due on May 15th, 1991 and continuing on the same day of each successive month thereafter with a final installment of the entire unpaid principal balance and accrued interest due on April 15, 1992. 91185822

DEPT OF RECORDING
#8888 TRN 6649 04/23/91 10:03:00
#7128 # H * 71-185822
COOK COUNTY RECORDER

ON DEMAND
 Interest shall accrue from date hereof on the unpaid principal balance outstanding from time to time at the fixed rate of _____ % per annum.
 Interest shall accrue from date hereof on the unpaid principal balance outstanding from time to time at the variable rate of 1.50% % per annum above the Mortgagee's prime rate which interest rate shall change on the date or dates the said prime rate changes.

Interest shall be paid in successive monthly installments.
The interest rate due under the Note on default or after maturity ("Default Rate") shall be a simple interest rate of 5.5% 0 P % per annum. All payments due under the Note shall be paid by Mortgagor to Mortgagee at the office of the Mortgagee at its address set forth above. **Over the prevailing prime rate, which may vary from time to time.
To secure payment by Mortgagor of the Note when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), including all renewals, extensions, modifications and refinancings thereof, and the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, Mortgagor does hereby GRANT, MORTGAGE, CONVEY AND ASSIGN to Mortgagee, its successors and assigns the following described real estate situated in the County of Cook, State of Illinois, to wit:

Lot 4 in block 43 in F. H. Bartlett's 4th Addition to Bartlett Highlands, in Section 18, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Street Address: 6415 W. Archer Avenue, Chicago IL 60638
P.I.N. 19-18-207-004

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This Instrument prepared by: T. Zook, Bank of Chicago/Garfield Ridge 6353 W. 55th St., Chicago IL 60638

TOGETHER WITH (1) all buildings, improvements, fixtures, appurtenances, easements and hereditaments thereto belonging; and together with all equipment and machinery now or hereafter therein or thereon used to supply heat, gas, air conditioning, electrical, sprinkler systems, plumbing, water, light, power, refrigeration and ventilation; elevators, escalators, communication and electronic monitoring equipment, tanks, pumps and together with any other fixtures, equipment, machinery or other personal property now or hereafter placed on the above described property which shall be employed in connection with the operation, use, occupancy or enjoyment thereof; (2) all right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the rights-of-way, roads, streets, avenues and alleys adjoining the Mortgaged Premises; (3) all rents, issues, proceeds and profits accruing and to accrue from the Mortgaged Premises and all right, title and interest of Mortgagor in and to any and all leases approved by Mortgagee now or hereafter on or affecting the Mortgaged Premises, whether written or oral, and all other leases and agreements for the use thereof (collectively "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission of Mortgagee given to Mortgagor to collect the rentals to be paid pursuant thereto, provided Mortgagor shall not be in default hereunder; and (4) all proceeds heretofore or hereafter payable to Mortgagor by reason of loss or damage by fire and such other hazards, casualties and contingencies insured pursuant to the insurance policies hereinafter described and awards and other compensation heretofore or hereafter payable to Mortgagor for any laking by condemnation or eminent domain proceedings of all or any part of the Mortgaged Premises or any easement or appurtenance thereof, including severance and consequential damage, (said real estate and all of the above collectively referred to herein as the "Mortgaged Premises").

TO HAVE AND TO HOLD the Mortgaged Premises unto Mortgagee, its successors and assigns forever (Mortgagor hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State of Illinois and all rights of homestead created by the Federal Bankruptcy Code) provided, however, that if and when Mortgagor shall pay the principal and accrued interest on the Note and all other indebtedness hereby secured shall be paid in full and shall perform all of the terms, covenants and agreements contained herein, then this Mortgage shall become null and void and shall be released upon the written request and expense of Mortgagor.

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Mortgaged Premises; that the Mortgaged Premises are unencumbered and that Mortgagor will warrant and defend generally the title to the Mortgaged Premises against all claims and demands, subject to any declarations, easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Mortgaged Premises.

MORTGAGOR HEREBY FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. Mortgagor hereby agrees: (a) to pay when due all indebtedness secured by this Mortgage, all interest thereon and all other indebtedness, obligations and liabilities which this Mortgage secures; (b) not to commit or permit to exist any waste of the Mortgaged Premises and to keep the Mortgaged Premises in good condition and repair; (c) to keep the Mortgaged Premises free of any mortgage, trust deed, mechanic's lien, or other lien or encumbrance; (d) not to suffer or permit unlawful use or any nuisance to exist upon the Mortgaged Premises; (e) not to remove or demolish any part of the improvements of a structural nature which would adversely affect the value of the Mortgaged Premises; (f) not to abandon the Mortgaged Premises; (g) to pay when due any indebtedness or liability which may be secured by a mortgage, lien, other encumbrance or charge on all or any part of the Mortgaged Premises equal or senior in priority to this Mortgage; (h) to complete within a reasonable time any buildings or improvements now or at any time in the process of erection upon the Mortgaged Premises; (i) immediately after destruction or damage to all or any part of the Mortgaged Premises to commence and promptly complete the rebuilding or restoration of buildings, improvements and all other property now or hereafter on the Mortgaged Premises unless Mortgagee elects to apply the proceeds of insurance to the indebtedness secured by this Mortgage as hereinafter provided; (j) to comply with all laws, regulations, rulings, ordinances, orders and all other requirements imposed by any governmental or other competent authority and with all restrictions, covenants and conditions relating to the Mortgaged Premises or to the use of thereof; (k) not to make or permit, without first obtaining the written consent of the Mortgagee, the use of the Mortgaged Premises for any purpose other than that for which it was used on the date of this Mortgage or the removal, demolition or sale of any

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REC-111

Record from ILLIANA FINANCIAL, INC. (709) 598-9000



MAIL TO: Bank of Chicago/Garfield Ridge ... Chicago, Illinois 60638

5/5/93

OFFICIAL SEAL TRACY ANN ZOOK NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5/5/93

My Commission expires:

Tracy Ann Zook Notary Public

IN THE STATE aforesaid, DO CERTIFY Linda J. Mazzucchelli June A. Novotny Vice President of Bank of Chicago/Garfield Ridge, and Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing 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: Secretary then and there acknowledged that as custodian of the corporate seal of said Bank (s) he affixed the seal as his/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 notarial seal this 5th day of April 19 91

STATE OF ILLINOIS COUNTY OF COOK SS Tracy Ann Zook Linda J. Mazzucchelli June A. Novotny Assistant Vice President Land Trust Officer & Assistant Vice President

ACKNOWLEDGMENT

ATTEST By: June A. Novotny Title: Assistant Vice President BANK OF CHICAGO/GARFIELD RIDGE, not personally, but solely as Trustee as aforesaid

IN WITNESS WHEREOF, Mortgagee has executed this Mortgage the day and year first above written. 24. This Mortgage is executed by Bank of Chicago/Garfield Ridge, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank of Chicago/Garfield Ridge, 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 the Note shall be construed as creating any liability on Bank of Chicago/Garfield Ridge personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants, conditions and agreements herein or therein contained, either express or implied, all such liability, if any, being expressly waived by Mortgagee and every person now or hereafter claiming any right or security hereunder. Mortgagee further acknowledges and agrees that Mortgagee's sole recourse against Mortgagee shall be to proceed against the Mortgaged Premises and other property given as security for the payment of the Note and other indebtedness and obligations hereby secured, in the manner herein, in the Note and related loan documents and by law provided. Whether or not such persons shall have executed the Note or this Mortgage. 22. This Mortgage shall be construed in accordance with and governed pursuant to the laws of the State of Illinois. Whenever possible, each provision of this Mortgage shall be interpreted in such a manner as to be effective and valid pursuant to applicable law; provided, however, that if any part hereof shall be prohibited by or invalid under any applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Mortgage. 23. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Mortgagee, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective heirs, personal representatives, successors, vendees and assigns of such parties, whether so expressed or not. In addition, all covenants, promises and agreements of Mortgagee herein shall be binding upon the beneficiaries of Mortgagee and any other parties claiming any interest in the Mortgaged Premises under Mortgagee. If more than one party signs this instrument as Mortgagee, then the term "Mortgagee" as used herein shall mean all of such parties, jointly and severally. In addition, the term "Mortgagee" shall include all persons claiming under or through Mortgagee and all persons liable for the payment of the indebtedness or any part thereof. designate pursuant to a written notice sent in accordance with the provisions hereof. 21. All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or three (3) business days after mailing by United States certified mail, return receipt requested, first class mail, postage prepaid, addressed to the parties hereto at their addresses as shown at the beginning of this Mortgage or to such other and different address as Mortgagee or Mortgagee may designate pursuant to a written notice sent in accordance with the provisions hereof. 20. Mortgagee represents and agrees that the proceeds of the Note will be used for business purposes and that the Note and this Mortgage are exempt from limitations upon lawful interest, pursuant to the terms of the Illinois Revised Statutes, Chapter 17, Paragraph 6404. 19. Mortgagee shall have the right to inspect the Mortgaged Premises at all reasonable times, and access thereto shall be permitted for that purpose. 18. Mortgagee shall pay Mortgagee's costs and expenses, title charges, search fees, appraisal fees, recording fees, costs of survey, trust fees and attorneys' fees for negotiation, drafting, closing and protecting this Mortgage and loan documents and for advice in connection therewith.

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Property of Cook County Clerk's Office

12. This Mortgage shall constitute a security agreement between Mortgagee and Mortgagee with respect to that portion of the Mortgaged Premises and payable forthwith.

11. If Mortgagee shall transfer, convey, hypothecate or mortgage the Mortgaged Premises or any part thereof, or any beneficiary of Mortgagee shall transfer, convey, hypothecate or mortgage the shares of stock in any corporate owner of the Mortgaged Premises or of any corporation which is the beneficiary of the Mortgaged Premises, at its option, may accelerate the maturity of the Note and declare it to be due and payable forthwith.

10. This Mortgage is given to and shall secure not only existing indebtedness, but also future advances, whether such advances are obligatory or to be made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date hereof, to the same extent as if future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all such indebtedness and future advances from the time this Mortgage is filed for record in the office of the Recorder of Deeds or the Register of Titles of the county where the Mortgaged Premises described herein are located. The total amount of indebtedness that may be secured may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed \$105,000.00 of principal, plus interest thereon, and any disbursements by Mortgagee for the payment of taxes, special assessments or insurance on the Mortgaged Premises, with interest on such disbursements, and all costs of collection, including reasonable attorneys' fees.

9. Prior to execution of this Mortgage, Mortgagee shall obtain and deliver to Mortgagee a commitment for an ALTA Lender Policy in the full amount of the Note issued by a title company acceptable to Mortgagee. All objections contained in the loan commitment shall be approved by and acceptable to Mortgagee.

8. To further secure payment of the Note, all other indebtedness secured hereby and performance of all of the terms, covenants, conditions and agreements contained hereon, Mortgagee hereby assigns and transfers to Mortgagee all of its right, title and interest in and to all Leases and rentals, issues, proceeds and profits now due and which may hereafter become due pursuant thereto, it being the intention hereby to establish an absolute transfer and assignment thereof to Mortgagee. Mortgagee hereby irrevocably appoints Mortgagee its agent, in its name and stead (with or without taking possession of the Mortgaged Premises), to rent, lease or let all or any part of the Mortgaged Premises to any party or parties, at such rental and upon such terms as Mortgagee shall, in its discretion, determine and to collect all of said rentals, rents, issues and profits arising from or accruing at any time hereafter and all presently due or which may hereafter become due pursuant to each and every lease or any other tenancy existing or which hereafter exists on the Mortgaged Premises, with the same rights and powers and subject to the same rights and powers as Mortgagee would have. If no Event of Default under this Mortgage has occurred, Mortgagee shall have the right to collect all of the rents arising from Leases or renewals thereof. Upon an occurrence of an Event of Default, Mortgagee, at any time or times hereafter, without notice to Mortgagee may notify any and all of the tenants of the Leases that the Leases have been assigned to Mortgagee and Mortgagee may direct tenants hereafter to make all rentals and payments due from tenants under the Leases directly to Mortgagee and shall have the right to enforce the terms of the Leases and obtain payment of and collect the rents, legal proceedings or otherwise in and documents relating to the Mortgaged Premises and shall permit access by the Mortgagee to its books and records, insurance policies and other papers for examination and making copies and extracts thereof. The Mortgagee, its agents and designees shall have the right to inspect the Mortgaged Premises at all reasonable times and access thereto shall be permitted for that purpose.

7. In the event that the Mortgaged Premises or any part thereof is taken by condemnation, Mortgagee is hereby empowered to collect and receive any awards resulting therefrom ("Awards"), which shall, in the election of Mortgagee, be applied to the payment of the Note or any other indebtedness secured hereby, or on account of rebuilding or restoring that part of Mortgaged Premises not so taken or damaged. If Mortgagee elects to permit the use of Awards for rebuilding or restoration of the Mortgaged Premises, the Mortgaged Premises shall be so rebuilt or restored in accordance with plans and specifications therefor submitted to and approved by Mortgagee (which approval shall not be unreasonably withheld or delayed) and applicable laws, so as to be as similar, as is reasonably possible, to the condition which existed prior to condemnation. In the event the Awards are insufficient to pay for all costs of rebuilding or restoration, Mortgagee shall deposit with Mortgagee an amount equal to such excess costs prior to any disbursement.

6. Mortgagee agrees to pay to Mortgagee each month a sum specified by Mortgagee and estimated by Mortgagee to be equal to one-twelfth of the total amount of the general property taxes to be assessed against the Mortgaged Premises for the year in which the deposit is made and one-twelfth of the annual premiums for insurance required by this Mortgagee. Mortgagee shall also increase the monthly deposit for payment of all special assessments, Mortgagee agrees that no interest shall be deemed to exist by reason of the making of the foregoing deposits, no interest shall be payable thereon and the deposits may be commingled with Mortgagee's funds. The Mortgagee is hereby authorized to pay all taxes, special assessments and insurance premiums as charged or billed without inquiry as to the accuracy or validity thereof. If deposits made hereunder for taxes, special assessments and insurance premiums shall not be sufficient to pay the amounts billed as they become due, the Mortgagee shall pay the deficiency to Mortgagee on demand.

5. In case of default hereunder, Mortgagee may, at its option, at any time make any payment or perform any act herein required by Mortgagee in any form and manner deemed expedient by Mortgagee, and Mortgagee may, at its option, make full or partial payments of principal or interest on prior encumbrances. If an unpaid tax or other lien or claim, federal, state or local, is attached to the Mortgaged Premises, or if any other prior or claim, federal, state or local, is attached to the Mortgaged Premises, Mortgagee shall pay such tax or assessment in full in the manner provided by law.

4. Mortgagee shall pay all general real estate taxes, special taxes, special assessments, water and sewer charges and all other taxes and charges on the Mortgaged Premises before any charge for nonpayment attaches or accrues and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor. If Mortgagee shall desire to contest any tax or special assessment, upon request, with the original or duplicate receipts therefor, Mortgagee shall pay such tax or assessment in full in the manner provided by law.

3. In the event of any loss or damage sustained by Mortgagee as a result of any fire, lightning, windstorm, malicious mischief, burglary, theft or other cause, the Mortgagee is authorized to adjust, compromise and collect all claims thereunder without the consent of the Mortgagee and to execute and deliver on behalf of Mortgagee all necessary papers, receipts, vouchers, releases and such other documents as shall be required by the insurers to be executed. At the election of Mortgagee, the proceeds of any insurance may be applied to the reduction of the indebtedness secured by this Mortgagee, whether or not then due, or may be applied to the cost of building or restoring or the improvement of the Mortgaged Premises, or may be applied to both purposes in such proportion as the Mortgagee shall determine. That part of the Mortgaged Premises so damaged or destroyed shall be repaired or rebuilt, in accordance with plans and specifications therefor submitted to and approved by Mortgagee (which approval shall not be unreasonably withheld or delayed) and all life, safety and environmental regulations, laws, ordinances (including zoning), rules and regulations of governmental authorities having jurisdiction thereof, so as to be as similar, as is reasonably possible, to the condition which existed prior to such casualty.

2. Mortgagee shall keep the Mortgaged Premises continuously insured against insured risks of fire, lightning, windstorm, malicious mischief, vandalism and extended coverage hazards, for full replacement value, and shall provide business interruption, boiler and machinery, flood and earthquake insurance as required by Mortgagee. All casualty policies shall contain a standard mortgage clause naming Mortgagee as first Mortgagee and a loss payable endorsement in favor of Mortgagee. Mortgagee shall also provide a Comprehensive General Liability Property Damage and Workers' Compensation Policy naming Mortgagee as an additional insured. All policies of insurance shall be written by insurers acceptable to Mortgagee and have such monetary limits as Mortgagee shall require.

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