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91-301

THIS INDENTURE, made April 16 1991, between  
LaSalle National Trust, N.A., as Trustee under Trust Agreement  
dated February 20, 1987 and known as Trust Number 112024 and not personally

(NO AND STREET) (CITY) (STATE)  
herein referred to as "Mortgagors," and Westbank, an Illinois banking  
corporation

One Westbrook Corporate Center, Westchester, Illinois 60154  
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

and Charles Hoover and Barbara Hoover  
THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of  
Sixty Thousand and no/100 DOLLARS  
(60,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal  
sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 16<sup>th</sup> day of October  
19 91, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence  
of such appointment, then at the office of the Mortgagee at One Westbrook Corporate Center, Westchester, Illinois 60154

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions  
and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in  
consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the  
Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying  
and being in the City of Chicago, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

See Exhibit "A" attached hereto and made a part hereof

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

Permanent Real Estate Index Number(s): 17-03-220-020-1680

Address(es) of Real Estate: 175 East Delaware, #9007, Chicago, Illinois

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so  
long and during all such times as Mortgagors 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, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor  
coverings, mador beds, awnings, stoves and water heaters. 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 Mortgagors or their 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 Mortgagors do hereby expressly release and waive.

The name of a record owner is: the Mortgagor ~~SEE TRUSTEE'S RECORDS FOR THIS INSTRUMENT AND HAVE A PART HEREOF~~ and on the attached  
Rider  
This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated  
herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written. LaSalle National Trust, N.A., a Trustee under Trust  
Agreement dated February 20, 1987 and known as  
Trust Number 112024 (Seal)

PLEASE  
PRINT OR  
TYPE NAME(S)  
BELOW  
SIGNATURE(S)

by: ASST VICE PRESIDENT  
Attest: [Signature] (Seal)  
ASSISTANT SECRETARY

State of Illinois, County of Cook, ss.,  
I, the undersigned, a Notary Public in and for said County  
"OFFICIAL SEAL" in the State of Illinois, DO HEREBY CERTIFY that Corinne Bok ASST VICE PRESIDENT  
William H. Dillon ASSISTANT SECRETARY of LA SALLE NATIONAL TRUST, N.A.  
Larcelia Felton personally known to me to be the same person, 5 whose name s are subscribed to the foregoing instrument,  
Notary Public, State of Illinois, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as  
My Comm. Expires: 1991 free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the  
right of homestead.

Given under my hand and official seal, this 16<sup>th</sup> day of April 19 91  
Commission expires \_\_\_\_\_ 19 \_\_\_\_\_  
Larcelia Felton Notary Public

This instrument was prepared by Robbins, Salomon, Wolf, Schlesinger & Miller, Ltd.  
(NAME AND ADDRESS)  
and Robbins, Salomon, Wolf, Schlesinger & Miller, Ltd., Attn: Alan J. Wolf  
Mail this instrument to 5 East Washington Street, Suite 1000  
(NAME AND ADDRESS)  
Chicago (CITY) Illinois (STATE) 60602 (ZIP CODE)

OR RECORDER'S OFFICE BOX NO.

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors 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 mechanic's 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 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. Mortgagors 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 Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors 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 Mortgagors, 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 Mortgagors, 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 Mortgagors 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 Mortgagors, 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 Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors 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. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors 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. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and winds, and 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 days prior to the respective dates of expiration.

## RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE

DATED April 16, 1991 UNDER TRUST NO. 112024

This Mortgage or Trust Deed in the nature of a mortgage is executed by LA SALLE NATIONAL TRUST, N.A., not personally, but as Trustee under Trust No. 112024 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants that it possesses full power and authority to execute the Instrument) and it is expressly understood and agreed that nothing contained herein or in the note, or in any other instrument given in evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being hereby expressly waived by the mortgagee or Trustee under said Trust Deed, the legal owners or holders of the note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the mortgagor or grantor and said LA SALLE NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged or conveyed for the payment thereof by the enforcement of the lien created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

12. 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 Mortgagors at the 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 Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) 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; (2) the deficiency in case of a sale and deficiency.

13. 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.

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

15. The Mortgagors 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.

16. 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 be 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 of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. 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.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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.

SEE TRUSTEE'S RIDER ATTACHED TO AND MADE A PART HEREOF

SEE TRUSTEE'S RIDER ATTACHED TO AND MADE A PART HEREOF

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18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgages and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include all such persons and all persons claiming under or through Mortgages, and the word "Mortgages" when used herein shall include the successors and assigns of the Mortgages named herein and the holder or holders, from time to time, of when used herein shall include the successors and assigns of the Mortgages named herein and the holder or holders, from time to time, of the note secured hereby.

17. 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.

16. 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 be 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 of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

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

13. 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.

12. 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 to the mortgagor or whether or not 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, and all other powers, Mortgages, 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 or in part of: (1) 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; (2) The deficiency in case of a sale and deficiency.

11. 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 evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagees, their heirs, legal representatives or assigns, as their rights may appear.

10. When the indebtedness hereby secured shall become due and payable, or when the 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, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such notices of sale, file searches, and examinations, the insurance policies, Foremen certificates, and similar data and assurances with respect to the Mortgagee may deem to be reasonably necessary 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 unpaid, due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including judicial 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) any proceeding or incurred by Mortgagee in connection with (a) any proceeding, including judicial 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 (c) any preparation for the commencement of or (d) any actual or threatened suit or proceeding which might affect the premises or the security hereof.

9. Mortgagees 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 Mortgagees herein contained.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate 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.

7. In case of default herein, Mortgagee may, but need not, make any partial payment or perform any act hereinafter required of Mortgagees 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 or convey 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 with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right a creditor to the Mortgagee on account of any default hereunder on the part of the Mortgagees.

RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS. 91100128

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OR RECORDER'S OFFICE BOX NO.

69602 (ZIP CODE) Illinois (STATE) Chicago (CITY) East Washington Street, Suite 1000 (NAME AND ADDRESS) Robbins, Salomon, Wolf, Schlesinger & Miller, Ltd., Attn: Alan J. Wolf

This instrument was prepared by Robbins, Salomon, Wolf, Schlesinger & Miller, Ltd. (NAME AND ADDRESS) and Mail this instrument to Robbins, Salomon, Wolf, Schlesinger & Miller, Ltd., Attn: Alan J. Wolf (NAME AND ADDRESS)

Given under my hand and official seal, this 16th day of April 1991. (Commission expires) Notary Public

PLEASE PRINT OR TYPE NAMES BELOW SIGNATURES: ASSISTANT SECRETARY (Seal) ASSISTANT SECRETARY (Seal)

Witness the hand and seal of Mortgages the day and year first above written. The covenants, conditions and provisions appearing on page 2 (the reverse side of the mortgage) are incorporated herein by reference and are a part hereof and shall be binding on Mortgages, their heirs, successors and assigns.

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 hereinafter 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 Mortgagee do hereby expressly release and waive.

Permanent Real Estate Index Number(s): 17-03-220-020-1680 Address(es) of Real Estate: 175 East Delaware, #907, Chicago, Illinois

See Exhibit 'A' attached hereto and made a part hereof. which, with the property hereinafter described, is referred to herein as the "Premises".

NOW, THEREFORE, the Mortgagees to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situated, lying and being in the County of Cook AND STATE OF ILLINOIS, to wit:

One Westbrook Corporate Center, Westchester, Illinois 60154. sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 16th day of October 1991, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at

THIS INDENTURE, made April 16 1991, between Lesalle National Trust, N.A., as Trustee under Trust Agreement dated February 20, 1987 and known as Trust Number 112024 and not personally herein referred to as "Mortgagee," and Westbank, an Illinois banking corporation One Westbrook Corporate Center, Westchester, Illinois 60154 (NO AND STREET) (CITY) (STATE)

CAUTION: Counsel a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose. FORM NO. 103 February, 1985 MORTGAGE (ILLINOIS) For Use With Note Form No. 1447

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FORM NO. 103 February, 1985 MORTGAGE (ILLINOIS) For Use With Note Form No. 1447

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## RIDER TO MORTGAGE

A. Prohibition. The Mortgagor shall not create or suffer or permit any mortgage, lien, charge or encumbrance to attach to or be filed against the Premises, whether such lien or encumbrance is inferior or superior to the lien of this Mortgage, including mechanic's liens, materialmen's liens, or other claims for lien made by parties claiming to have provided labor or materials with respect to the Premises and excepting only the lien of real estate taxes and assessments not due or delinquent and any liens and encumbrances of Mortgagee.

B. Assignment of Rents, Leases and Profits. To further secure the indebtedness and performance of the obligations of the Mortgagor herein contained, Mortgagor hereby sells, assigns and transfers unto Mortgagee all of the rents, leases, issues and profits now due and which may hereafter become due under or by virtue of any Leases which may have been heretofore or may be hereafter made or agreed to by Mortgagor or the agents of any of them or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such Leases, rents and all avails thereunder, to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee its agent in its name and stead to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as said Mortgagee shall, in its discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the Leases, written or oral, or other tenancy existing, or which may hereafter exist on the Premises, with the same rights and powers and subject to all immunities, exoneration of liability and rights of recourse and indemnity. Mortgagor agrees that it will not assign any of the rents or profits of the Premises, except to a purchaser or grantee of the Premises. Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the Premises by Mortgagee. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor. Mortgagor further agree to assign and transfer to Mortgagee all future leases upon all or any part of the Premises as Mortgagee shall from time to time require. It is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this Paragraph until a default shall exist under this Mortgage. From time to time, Mortgagor will furnish Mortgagee with executed copies of each of the Leases with estoppel letters from each tenant, which estoppel letters shall be in a form satisfactory to Mortgagee and shall be delivered within thirty (30) days after Mortgagee's written demand therefor. In the event Mortgagee requires that Mortgagor execute and record a separate Collateral Assignment of Rents or separate assignments of any of the Leases to Mortgagee, the terms and provisions of those assignments shall control in the event of a conflict between the terms of this Mortgage and the terms thereof.

C. Restrictions on Transfer. The Mortgagee shall not without the prior written consent of Mortgagee, create, effect, contract for, consent to, suffer or permit any "Prohibited Transfer" (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or

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any agreement to do any of the foregoing) of any of the following properties, rights or interests which occurs, is granted, accomplished, attempted or effectuated without the prior written consent of Mortgagee shall constitute a "Prohibited Transfer":

- (a) the Premises or any part thereof or interest therein;
- (b) all or any portion of the beneficial interest or power of direction in or to the trust, if any, under which Mortgagor is acting;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph shall not apply: (i) to liens securing the indebtedness to Mortgagee; (ii) to the lien of current taxes and assessments not in default.

D. Waiver of Right of Redemption and Other Rights. To the full extent permitted by law, Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby waives any and all rights of redemption from sale under any order of foreclosure of this Mortgage, on behalf of the Mortgagor, the trust estate and all persons beneficially interested therein, and each and every person except judgment creditors of the Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Mortgagor agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Mortgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note.

E. Time of the Essence. Time is of the essence of the Note, this Mortgage, and any other document or instrument evidencing or securing the indebtedness hereby secured.

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F. Notices. Any notice, demand or other communication which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given if and when personally delivered, or on the day deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to Mortgagee:

Westbank  
One Westbrook Corporate Center  
Westchester, Illinois 60153  
Attn: Glen F. Marino Scott

with copy to

Robbins, Salomon, Wolf, Schlesinger & Miller, Ltd.  
25 East Washington Street, Suite 1000  
Chicago, Illinois 60602  
Attn: Alan J. Wolf

If to Mortgagor:

Charles Hoover  
175 East Delaware #5007  
Chicago, Illinois 60611

with copy to:

Gilbert L. Berman, Esq.  
77 W. Washington Street, Suite 407  
Chicago, Illinois 60602

Except as otherwise specifically required herein, notice of the exercise of any right, power or option granted to Mortgagee by this Mortgage is not required to be given.

G. Condominium Provisions. The Premises includes a unit in, together with an undivided interest in the common elements of a condominium project known as Delaware Place Condominium ("Condominium Project"). In addition to the other covenants and agreements made by Mortgagor, Mortgagor covenants and agrees as follows:

1. Mortgagor shall perform all of Mortgagor's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the:
  - (i) Declaration or any other document which creates the Condominium Project;

- (ii) Bylaws;
- (iii) Code of Regulations; and
- (iv) Other equivalent documents.

Mortgagor shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

2. Mortgagor shall take such actions as may be reasonable to insure that the Owner's Association maintains a "master" or "blanket" hazard insurance policy and a public liability insurance policy both of which are to be acceptable to Mortgagee in form, amount and extent of coverage.
3. The proceeds of any award or claim for damages, direct or consequential, payable to Mortgagor in connection with any condemnation or other taking of all or any part of the Property, whether of the Unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee.
4. Mortgagor shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
  - (i) The abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
  - (ii) Termination of professional management and assumption of self management of the Owner's Association; or
  - (iii) Any action which would have the effect of rendering the public liability insurance coverage maintained by the Owner's Association unacceptable to Mortgagee.
5. If Mortgagor does not pay Condominium dues and assessments when due, then Mortgagee may pay them. Any amounts disbursed by Mortgagee under this paragraph shall become additional debt of Mortgagor secured by the Mortgage. Unless Mortgagee agrees to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

H. Exculpation. This Mortgage is executed by LaSalle National Trust, not personally, but as Trustee as aforesaid, in exercise of the power and authority conferred upon and vested in it as such Trustee (and 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 contained shall be construed as creating any liability on said Trustee personally to pay any amounts due hereunder, or to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder.



# UNOFFICIAL COPY

9 1 1 5 9 4 2 B

I. Senior Mortgages. This Mortgage and the rights of Mortgagee hereunder are and at all times shall be and remain subject and subordinate in right, claim and lien to the rights, claims and liens afforded pursuant to the Mortgages described in Exhibit "B" attached hereto and made a part hereof.

LASALLE NATIONAL TRUST, N.A., as  
Trustee under Trust Agreement dated  
February 20, 1987 and known as Trust  
Number 112024

By:   
Its: VICE PRESIDENT

Property of Cook County Clerk's Office

9189478

# UNOFFICIAL COPY

91139128

## EXHIBIT "A"

### LEGAL DESCRIPTION

UNIT NUMBER 9007, OF THE 175 EAST DELAWARE PLACE CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE, (HEREINAFTER REFERRED COLLECTIVELY AS PARCEL): PARTS OF THE LAND, SURFACE PROPERTY AND SPACE BELOW, AT AND ABOVE THE SURFACE OF THE EARTH, LOCATED WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH, OF A PARCEL OF LAND COMPRISED OF LOT 17, (EXCEPT THE EAST 16 FEET THEREOF), AND ALL OF LOTS 18 TO 28, INCLUSIVE, IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20, IN THE CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO, LOTS 1 TO 4, INCLUSIVE, IN COUNTY CLERK'S DIVISION OF THE WEST 300 FEET OF THAT PART OF LOTS 16 TO 19, OF BLOCK 14, LYING EAST OF THE LINCOLN PARK BOULEVARD, IN THE CANAL TRUSTEES' SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, CONVEYED BY DEED, DATED JULY 27, 1973, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, OF COOK COUNTY, ILLINOIS, ON JULY 30, 1973, AS DOCUMENT NUMBER 22418957, FROM JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, A CORPORATION OF MASSACHUSETTS, TO LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, INDIVIDUALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED, FEBRUARY 15, 1973, AND KNOWN AS TRUST NUMBER 45450, WHICH SURVEY IS ATTACHED AS EXHIBIT "A", TO THE DECLARATION OF CONDOMINIUM OWNERSHIP, EASEMENTS, BY-LAWS, COVENANTS AND RESTRICTIONS, FOR 175 EAST DELAWARE PLACE, CHICAGO, ILLINOIS, MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED, FEBRUARY 15, 1973, AND KNOWN AS TRUST NUMBER 45450, AND RECORDED ON AUGUST 10, 1973, IN THE OFFICE OF THE RECORDER OF DEEDS, OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22434263, TOGETHER WITH AN UNDIVIDED .07596 PERCENT INTEREST IN THE PARCEL, (EXCEPTING FROM THE PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS, AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY), ALL IN COOK COUNTY, ILLINOIS.

which has the address of

175 E. Delaware #9007  
(Street)

Chicago, Illinois

PIN:17-03-220-020-1680

91139128