

91203255

17/00

1. The mortgagor covenants and agrees as follows:

This instrument is given to secure the payment of a promissory note dated April 24, 1991, of AMERICAN NATIONAL BANK AND TRUST COMPANY, CHICAGO u/t/a dated 1/8/88 and known as Trust No. 66420

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property, that the same is free from all encumbrances except as hereinafter recited; and that he hereby binds himself and his successors in interest to warrant and defend the title according thereto and every part thereof against the claims of all persons whomsoever.

The mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, including, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon, the hereditaments and appurtenances and all other rights thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and his successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

DEPT-01 RECORDING \$17.00  
144444 TOWN 4576 05/01/91 14:39:00  
49579 # D \* - 91-203255  
COOK COUNTY RECORDER

91203255

Property address: 22-24 West Hubbard Street, Chicago, IL 60610

P.I.N. 17-00-0055-022

Lot 5 and the west 1 and 1/3 feet of Lot 4 in Block 8 in Wolcott's Addition to Chicago, in the East 1/2 of the Northeast 1/4 of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the county of Cook, State of Illinois

(hereinafter referred to as mortgagor) and NORTH COMMUNITY BANK, an Illinois banking corporation, (hereinafter referred to as mortgagee), who maintains an office and place of business at 3639 North Broadway, Chicago, Illinois 60613.

This mortgage made and entered into this 24th day of April, 1991, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO u/t/a dated 1/8/88 and known as Trust No. 66420

MORTGAGE

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written consent of the mortgagee and further, that he will keep and maintain the same free from  
the mortgage and any lien or claim superior to the lien of the mortgage without the  
his will or consent of the mortgagee or permit to be created against the property subject to

and pay and shall be secured by the lien of the mortgage.  
presentations thereof; and the full amount of each and every such payment shall be immediately  
mortgagee may make such repairs as in its discretion it may deem necessary for the proper  
and those erected on said premises, or improvements thereon, in good repair, the  
or any part thereof; in the event of failure of the mortgagee to keep the buildings on said  
condition; with permits, contracts, or orders, or notices, or other instruments, pertaining to said property  
and he will keep all buildings and other improvements on said property in good repair and

mortgagee or, at the option of the mortgagee, may be surrendered for a loan.  
mortgagee to and to any insurance policies then in force that shall be to the purchaser or  
in extinguishment of the indebtedness secured hereby, all rights, title, and interest of the  
debtors. In event of foreclosure of this mortgage, or other transfer of title to said property  
indebtedness hereby secured or to the restoration or repair of the property damaged or  
or any part thereof, may be applied by mortgagee as its option either to the reduction of the  
directly to mortgage interest or to mortgage principal, and the insurance proceeds,  
insurance company concerned is hereby authorized and directed to make payment for such loans  
mortgage, and mortgagee may make good of loss promptly by mortgage, and each  
to the mortgagee. In event of loss, mortgagee shall give immediate notice in writing to  
by mortgagee and have attached thereto loss payee certificate in favor of and in accordance  
carried in companies acceptable to mortgagee and the policies and amounts shall be  
said property, and will pay promptly when due any premium thereon all insurance shall be  
amount as the mortgagee may from time to time require on the improvements now or hereafter on  
it. He will continuously maintain insured insurance, of such type or types and in such

promptly note or any part thereof secured hereby.  
postponement or extension of the time of the payment of the indebtedness advanced by said  
e. The rights created by this conveyance shall remain in full force and effect during any

terms and conditions.  
indemnity shall become part of the indebtedness secured by this instrument, subject to the same  
permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such  
inferior encumbrance on the property described by this instrument, mortgagee hereby agrees to  
(mortgagee). Furthermore, should mortgagee fail to cure any default in the payment of a prior or  
described and a property acquired by him after the date hereof (all in form satisfactory to  
mortgagee covering any additions, improvements, or betterments made to the property hereabove  
mortgage, the mortgagee or assigns, he shall execute and deliver a supplemental mortgage or  
d. For better security of the indebtedness hereby secured, upon the request of the

Attorney, fees reasonably incurred in any other way shall also be paid by the mortgagee.  
or court proceedings, or in any other litigation or proceeding affecting said property.  
collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee, sale,  
of said property, including the fees of any attorney employed by the mortgagee for the  
c. He will pay such expenses and fees as may be incurred in the protection and maintenance

promptly deliver the official receipts therefor to the mortgagee.  
charges, taxes, or impositions, for which provision has not been made hereinafter, and will  
d. He will pay all taxes, assessments, water rates, and other governmental or municipal

and in the manner provided therein.  
e. He will promptly pay the indebtedness advanced by said promissory note at the time

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(j) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all hazardous materials, on, under, from or affecting the premises in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations and policies, or the reasonable anticipation of local laws, ordinances, rules, regulations and policies, and in accordance with the order and directions of all federal, state and local governmental authorities; and

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p. He shall

a. He shall keep or cause the premises to be kept free of hazardous materials, and, without limiting the foregoing, he shall not cause or permit the premises to be used to manufacture, manufacture, store, transport, treat, store, handle, dispose of, transfer, produce or process hazardous materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall he cause or permit, as a result of any intentional or unintentional act or omission on his part, or on the part of any tenant, subcontractor or occupant, a release of hazardous materials onto the premises or onto any other property.

u. He shall deliver to mortgagee the disclosure document in accordance with Section 4 of the Illinois Residential Property Transfer Act (hereinafter called "Act.") on or before the date hereof, it required to do so under the Act.

w. He has never received any notice of any notice of any violation of federal, state or local laws, ordinances, rules, regulations and policies governing the use, storage, treatment, transportation, manufacture, handling, production or disposal of hazardous materials, and, to the best of his knowledge, there has been no action commenced or threatened by any party for noncompliance.

1. He has not used hazardous materials, including, without limitation, any flammable, explosive, radioactive, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials during in any federal, state or local governmental law, ordinance, rule or regulation, or in, from or affecting the premises in any manner which violates federal, state or local laws, ordinances, rules, regulations and policies governing the use, storage, treatment, transportation, manufacture, handling, production or disposal of hazardous materials, and that, to the best of his knowledge, no prior owner of the premises or any tenant, subcontractor, occupant, prior tenant, prior subcontractor or prior occupant has used hazardous materials on, from or affecting the premises in any manner which violates federal, state or local laws, ordinances, rules, regulations and policies governing the use, storage, treatment, transportation, manufacture, handling, production or disposal of hazardous materials, and that, to the best of his knowledge, no prior owner of the premises or any tenant, subcontractor, occupant, prior tenant, prior subcontractor or prior occupant has used hazardous materials on, from or affecting the premises in any manner which violates federal, state or local laws, ordinances, rules, regulations and policies governing the use, storage, treatment, transportation, manufacture, handling, production or disposal of hazardous materials.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installment due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

or improvements now being erected or to be erected on said premises.

the claim of all persons supplying labor or materials for construction of any and all buildings

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7. The government herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto, whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all

6. In the event the mortgagor fails to pay any federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagor is hereby authorized at his option to pay the same. Any sums so paid by the mortgagor shall be added to and become a part of the principal amount of the indebtedness evidenced by said promissory note, subject to the same terms and conditions. If the mortgagor shall pay and discharge all taxes and liens and the costs, fees, and expenses of making, enforcing and executing the mortgage, then the mortgage shall be canceled and surrendered.

5. In the event said property is sold at a judicial foreclosure sale, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagor will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagor for the purpose of protecting and maintaining said property, and reasonable attorneys' fees secondly, to pay the indebtedness secured hereby, and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

3. The mortgagor covenants and agrees that it shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable and collectible without notice, at the option of the mortgagee or assignee, and the mortgagor or his assigns may before or after entry of said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal) pursuant to the laws of the state of Illinois governing the disposition of said property.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagor shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rents and

investigation and laboratory fees, court costs, and litigation expenses. Materialities including, without limitation, reasonable attorneys' and consultants' fees, requirements of mortgages, which are based upon or in any way related to such hazardous laws, orders, regulations, requirements or demands of government authorities, or any policies or standards or government order relating to such hazardous materials; and/or (d) any violation of or related to such hazardous materials; (c) any lawsuit brought or threatened, settling out any personal injury (including wrongful death) or property damage (real or personal) arising out of the soil, water, vegetation, buildings, personal property, persons or animals thereon; (b) threatened release of any hazardous materials on, over, under, from, or affecting the premises or otherwise, arising out of, or in any way related to; (a) the presence, disposal, removal or damages, costs or expenses of whatever kind or nature, known or unknown, contingent or direct, from and against any claims, demands, penalties, fines, liabilities, settlements, (if) defend, indemnify and hold harmless mortgagee, its employees, agents, officers and

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genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order or judgment holding any provision of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at

and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 3639 North Broadway, Chicago, Illinois 60613.

11. The mortgagor, on behalf of himself and each and every person claiming by, through, or under him, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to mortgagee's right to any remedy, legal or equitable, which mortgagee may pursue to enforce payment or to affect collection of all or any part of the indebtedness secured by this mortgage, and without prejudice to mortgagee's right to a deficiency judgment or any other appropriate

This Mortgage is executed by the American National Bank and Trust Company of Chicago, 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 American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right of security hereunder, and that so far as the First Party and its successors and said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents, or Assistant Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO  
As Trustee as aforesaid and not personally.

By \_\_\_\_\_  
Vice-President

ATTEST \_\_\_\_\_  
Assistant Secretary

STATE OF ILLINOIS  
COUNTY OF COOK ) ss.

ANNE M. MARCHERT

I, \_\_\_\_\_ a Notary Public, in and for said County, in the State aforesaid,

DO HEREBY CERTIFY, that \_\_\_\_\_ Vice-President of the AMERICAN NATIONAL BANK AND TRUST

COMPANY of Chicago, and \_\_\_\_\_ Assistant Secretary of said Company, 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

APR 30 1991

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_

ANNE M. MARCHERT  
Notary Public, State of Illinois  
My Commission Expires 4/23/94

\_\_\_\_\_  
Notary Public

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Prepared by/Return to:

Property of Cook County Clerk's Office

(Add appropriate acknowledgment)

AMERICAN NATIONAL BANK AND TRUST COMPANY OF  
CHICAGO as Trustee under Trust Agreement  
dated 1/8/88 and known as Trust No. 66420  
and not personally

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has  
refused to the event of foreclosure of this mortgage.  
accepted delivery of this instrument as of the day and year aforesaid.