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abandon the mortgaged property. Mortgagee shall be deemed to have abandoned the mortgaged property if it fails to take any action to protect its interest in the premises...

1. To keep the premises in good condition and repair and not to commit or permit waste on the premises. 2. To keep the building now and hereafter on the mortgaged premises and all insurable parts of the premises...

COVENANTS

Mortgagee covenants and agrees to pay, when due all sums secured by this Mortgage. To keep the premises in good condition and repair and not to commit or permit waste on the premises...

DEPT-01 RECORDING 1#2222 TRAN 9938 05/08/91 13 01 31 #432 # B * 91-218044 91179532 COOK COUNTY RECORDER

91218044 THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT MARITAL STATUS

91218044 (RIDER ATTACHED HERETO AND MADE A PART HEREOF)

Commonly known as: 2820 W. Estes, Chicago, IL Principal Metedian, in Cook County, Illinois of the Northwest 1/4 of Section 36, Township 41 North, Range 13, East of the 3rd Avenue Addition to Rogers Park, a Subdivision in the East 1/2 of the Northeast 1/4 of Lot 30 in Block 2 in Lowmeyer's California

RECIPTS This Agreement provides for advances and advances of credit to the maximum amount of Fifty Thousand and 00/100 Dollars. (\$50,000.00) as ordered by a note bearing the same date as this Mortgage made by Mortgagee (the Note) and payable in accordance with the terms and conditions stated therein with the balance of the indebtedness...

Albany Bank & Trust Company, N.A. Member FDIC and Federal Reserve System National Association 267-7300 3400 W. Lawrence Avenue - Chicago IL 60625

Handwritten notes and signatures on the right margin, including '91218044' and '999420'.

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Mortgagee represents and agrees that, except as disclosed in writing to the Mortgagee or Trustee, the premises are in compliance with all Environmental Laws (as hereinafter defined); that there are no conditions existing currently or likely to exist during the term of the Note that require or are likely to require clean up, removal or other remedial action; that Mortgagee is not a party to any litigation or administrative proceeding, now, or the best of Mortgagee's knowledge, or there any litigation or administrative proceeding contemplated or threatened related to or arising out of any Environmental Laws; that neither the premises nor Mortgagee is subject to any judgment, decree, order, citation or complaint related to or arising out of any Environmental Laws; that Mortgagee has obtained all permits or licenses and filed all reports required under any applicable Environmental Laws. The term "Environmental Laws" shall mean any and all federal, state and local laws, statutes, regulations, ordinances, codes, rules, and other governmental restrictions, requirements relating to matters of environmental protection, pollution, health, safety, sanitation, or conservation, including without limitation those relating to the presence, maintenance and removal of asbestos now or any time hereafter in effect. Mortgagee covenants and agrees to comply with all applicable Environmental Laws and to require its tenants or other operating on the premises to comply with all applicable Environmental Laws; and to provide to Mortgagee or Trustee immediately upon receipt, copies of any correspondence of any nature whatsoever received by Mortgagee relating to Environmental Laws, and to advise Mortgagee or Trustee in writing as soon as Mortgagee becomes aware of any condition or circumstances which makes any of the representations or statements contained in this paragraph incomplete or inaccurate. In the event Mortgagee or Trustee determines in its sole and absolute discretion that there is any evidence that any such circumstance might exist, whether or not described in any communication of notice to either Mortgagee or Trustee, Mortgagee or Trustee, at its own expense, and at no expense to Mortgagee or Trustee, to permit an environmental audit to be conducted by Mortgagee or Trustee of an independent agent selected by Mortgagee or Trustee. This provision shall not relieve Mortgagee from conducting its own environmental audits or taking any other steps necessary to comply with any Environmental Laws. In the option of Mortgagee or Trustee, there exists any uncorrected violation of an Environmental Law or any condition which requires or may require any clean up, removal, or other remedial action, and such correction, clean up, removal, or other remedial action is not completed within sixty (60) days from the date of written notice from Mortgagee or Trustee to Mortgagee, the same shall, at the option of Mortgagee or Trustee constitute a default hereunder, without further notice or cure period.

The following paragraph is hereby added to the terms of the Mortgage:

THIS RIDER IS ATTACHED TO AND MADE A PART OF THE TRUST DEED/MORTGAGE DATED AS OF March 26, 19 91 FROM Israel Starck and Ethel Starck, his wife
TO Albany Bank & Trust Co. N. Y.
as Mortgagee
as Mortgagee/Trustee

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Israel Starck

Ethel Starck

By signing below, Mortgagee accepts and agrees to the terms and provisions contained in this Rider.

Vice President

WITNESSES

Land Trust Officer

BY:

not personally

as Trustee as stated and

ALBANY BANK AND TRUST COMPANY N.Y.

By its Vice President, the day and year first above written, Land Trust Officer, and its corporate seal to be hereunto affixed and attested but as Trustee as stated, has caused these presents to be signed by its

IN WITNESS WHEREOF, Albany Bank and Trust Company N.Y., not personally

personal liability of the guarantor, if any or any co-maker of the Note, in the manner hereon and in said Note provided or by action to enforce the conveyed for the payment hereof, by the enforcement of the lien hereby created, of any indebtedness occurring hereunder shall look solely to the premises hereby concerned the legal title or interest of said Note and the owner or owners and that so far as said Albany Bank and Trust Company N.Y., personally as by every person now or hereafter claiming any right or security hereunder, retained, all such liability, if any, being expressly waived by Trustee and hereunder, or to participate in any covenant express or implied herein concerning said Note or any interest that may accrue thereon, or any indebtedness accruing liability on said Albany Bank and Trust Company N.Y., personally to pay the nothing herein or in said Note contained shall be construed as creating any execute this instrument, and it is expressly understood and agreed that Company N.Y. hereby warrants that it possesses full power and authority to referred upon and vested in it as such Trustee, and said Albany Bank and Trust Company N.Y. as stated in the exercise of the power and authority conferred upon it as such Trustee, and said Albany Bank and Trust Company N.Y. as stated in the exercise of the power and authority conferred upon it as such Trustee, and it is expressly understood and agreed that

This Note is executed by Albany Bank and Trust Company N.Y., not personally, and vested in it as such Trustee, and said Albany Bank and Trust Company N.Y. as stated in the exercise of the power and authority conferred upon it as such Trustee, and it is expressly understood and agreed that Company N.Y. 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 said Albany Bank and Trust Company N.Y., personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to participate in any covenant express or implied herein concerning said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Albany Bank and Trust Company N.Y., personally as concerned the legal title or interest of said Note and the owner or owners of any indebtedness occurring hereunder shall look solely to the premises hereby conveyed for the payment hereof, by the enforcement of the lien hereby created, in the manner hereon and in said Note provided or by action to enforce the personal liability of the guarantor, if any or any co-maker of the Note.

Mortgagee agrees to indemnify, defend and hold Mortgagee or Trustee and its

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