

UNOFFICIAL COPY

MORTGAGE

91258273

10th day of May, 1991, by and between
 FIRST CHICAGO TRUST COMPANY OF ILLINOIS u/t/a DATED 5-2-91 AND KNOWN AS TRUST NO. RV-011219,
 (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.

e/c
 6/21/91

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

The South 52 feet of Lot 3 in Block 7 in Powell's Subdivision of Lots 3 and 5
 in Circuit Court Partition of the East 63.42 acres of the Northeast 1/4 North of
 Milwaukee Plank Road of Section 36, Township 40 North, Range 13, East of the
 Third Principal Meridian, in Cook County, Illinois.

P.I.N. 13-36-215-029 Property address: 2212-14 North Campbell Avenue, Chicago, IL
 DEPT-01 RECORDING 60647 \$17.29
 T31111 TRAN 6143 05/30/91 13:41:00
 3570 A *-91-258273
 COOK COUNTY RECORDER

The trustee hereby waives any and all right of redemption from sale under any
 order or decree of foreclosure of this Trust Deed on its own behalf and on behalf of
 each and every person except decree or judgment creditors of the trustee acquiring
 any interest in or title to the premises subsequent to the date of this Trust Deed.

Together with and including all buildings, all fixtures including but not limited to all
 plumbing, heating, lighting, ventilating, refrigerating, incinerating, 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 thereunto 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 mortgagee 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 the successors in
 interest of the mortgagee forever in fee simple or such other estate, if any, as is stated
 herein.

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

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 hereinabove
 recited; and that he hereby binds himself and his successors in interest to warrant and defend
 the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated May 10, 1991 in
 the principal sum of \$ 168,750.00, signed by FIRST CHICAGO TRUST COMPANY OF ILLINOIS
 u/t/a DATED 5-2-91 AND KNOWN AS TRUST NO. RV-011219

91258273

1. The mortgagor covenants and agrees as follows:

THIS DOCUMENT WAS PREPARED BY NORTH COMMUNITY BANK, 3639 N. BROADWAY, CHICAGO, IL 60613

17 29

UNOFFICIAL COPY

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner provided therein.

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

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

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

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

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from

91258273

UNOFFICIAL COPY

the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

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.

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 installments last 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.

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

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

m. He has never received any notice of any violations of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of his knowledge, there have been no actions commenced or threatened by any party for noncompliance;

n. He shall deliver to mortgagee the Disclosure Document in accordance with Section 4 of the Illinois Responsible Property Transfer Act (hereinafter called "Act") on or before the date hereof, if required to do so under the Act.

o. 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 generate, manufacture, refine, 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, subtenant or occupant, a release of Hazardous Materials onto the premises or onto any other property.

p. He shall:

(i) 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, to the reasonable satisfaction of Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities; and

91258273

UNOFFICIAL COPY

(ii) defend, indemnify and hold harmless mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (A) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from, or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (B) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (C) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials; and/or (D) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of mortgagee, which are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

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 mortgagee 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 rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he 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 assigns, regardless of the maturity, and the mortgagor or his assigns may before or after entry sell 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.

4. The proceeds of any sale of said property in accordance with the preceding paragraph shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee 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.

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 mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

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 mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee 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 the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants 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

91258273

gandura.

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 ERA ROMAN REALTY, INC., 1446 N. MILWAUKEE CHICAGO, IL 60622 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 relief in the event of foreclosure of this mortgage.

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof.

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

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof.

FIRST CHICAGO TRUST COMPANY of ILLINOIS, as trustee under its Trust No. RV-011219 and not individually

By: [Signature] SR, Vice President Trust Officer

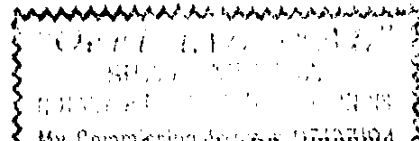
(Add Appropriate Acknowledgment)

MORTGAGE EXONERATION RIDER

This MORTGAGE is executed by First Chicago Trust Company of Illinois, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon vested in it as such Trustee (and said First Chicago Trust Company of Illinois, 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 Trustee or on said First Chicago Trust Company of Illinois personally to pay the principal or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said First Chicago Trust Company of Illinois 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 not the guarantor, if any.

SP-010

STATE OF ILLINOIS)) SS COUNTY OF COOK)



I, the undersigned, a Notary Public in and for said County, in and for said State, do HEREBY CERTIFY, THAT MARTIN S. EDWARDS, Vice President of First Chicago Trust Company of Illinois, and MARIO V. GOTANCO, Trust Officer of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of MAY, 19 91

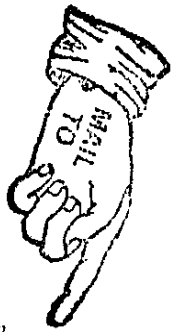
[Signature] Notary Public

Exoneration Rider Attached Hereto And Made A Part Hereof.

91258273

UNOFFICIAL COPY

Property of Cook County Clerk's Office



mailto:
North Comm Bt
5639 N Broadway
Chicago, IL

UNOFFICIAL COPY

Prepared By/Return To:

Property of Cook County Clerk's Office

Trustee's

de

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.

genders.

2 7 3

UNOFFICIAL COPY

10/15/92
North Town Bl
5037 N. Broadway
Chicago, Ill



Property of Cook County Clerk's Office