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or paid said taxes, assessments and charges and any amounts paid as a result thereof, together with interest thereon at the rate of 4.0 % percent over the interest due and payable under the Note from the date of payment, and such payments shall be immediately due and payable by the Mortgagor to the Mortgagee and until paid shall be added to and become part of the principal debt accrued hereby, and to satisfy the same to be part of said principal debt in any suit herein or upon the Note; or the Mortgagee, by the payment of any tax, assessment or charge, may, if it sees fit, be thereby subrogated to the rights of the State, County, City and all political or governmental subdivisions. No such advances shall be deemed to relieve the Mortgagor from any default hereunder or impair any right or remedy consequent thereon, and the exercise of the rights to make advances granted in this paragraph shall be optional with the Mortgagee and not obligatory and the Mortgagee shall not in any case be liable to the Mortgagor for a failure to exercise any such right.

8. Mortgagor will pay all sums, the failure to pay which may result in the acquisition of a lien prior to the lien of this mortgage before such a prior lien may attach or which may result in conferring upon a tenant of any part of the mortgaged premises a right to recover such sums as prepaid rent.

9. It is further made an express condition and covenant hereof, that, until full payment of the indebtedness and expenses hereby secured, no act or thing shall be done or suffered, and neither said Mortgagor nor any other person shall have any right or power to do any act or thing, whereby any mechanic's lien under the laws of Illinois, can arise against or attach to said premises or any part thereof, unless such lien shall first be wholly waived as against this mortgage, and that the lien of this mortgage shall extend to any and all improvements and fixtures, now or hereafter on said premises, as prior to any other lien thereon that may be claimed by one person, it being the intention hereof that after the filing of this instrument for record in the Office of the Recorder or Registrar of Title of the County in which the mortgaged property is situated, subsequently accruing claims for lien shall take care of this encumbrance rather than that this encumbrance shall take care of such subsequently accruing claims, contractors, subcontractors, and other parties dealing with the mortgaged property, or with any parties interested therein, are hereby required to take notice of the above provisions.

10. Mortgagee shall be subrogated for further security to the lien, although released of record, or any and all encumbrances paid out of the proceeds of the loan secured by this mortgage.

11. That, if any action or proceedings be commenced (excepting an action to foreclose this mortgage or to collect the debt hereby secured), to which action or proceeding the Mortgagee is made a party by reason of the execution of this mortgage or the Note which it secures or in which the Mortgagee deems it necessary to defend in order to uphold the lien of this mortgage or the priority thereof or possession of said mortgaged premises, or otherwise to protect its security hereunder, all reasonable sums paid or incurred by the Mortgagee for counsel fees and other expenses in such action or proceedings shall be repaid by the Mortgagor, together with interest thereon from date of payment by the Mortgagee, at the rate of 4.0 % percent over the interest thereon shall be immediately due and payable and be secured hereby, having the benefit of the lien created and of its priority.

12. Mortgagor agrees that all awards heretofore or hereafter made by any public or quasi-public authority to the present and all subsequent owners of the premises covered by this mortgage by virtue of an exercise of the right of eminent domain by such authority, including any award for taking of title, possession or right of access to a public way, or for any change of grade of streets affecting said premises, are hereby assigned to the Mortgagee; and the Mortgagee, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award and awards from the authorities making the same and to give proper receipts and acquittances therefore, and may, at the Mortgagee's election, use such proceeds in any one or more of the following ways: (a) apply the same or any part thereof upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured, (b) use the same or any part thereof to fulfill any of the covenants contained herein as the Mortgagee may determine, (c) use the same or any part thereof to replace or restore the property to a condition satisfactory to the Mortgagee and Mortgagor, or (d) release the same to the Mortgagor; and the Mortgagor hereby covenants and agrees to and with the Mortgagee, upon request by the Mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning all such awards to the Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

13. Mortgagor will pay to Mortgagee, to the extent requested by the Mortgagee, on dates upon which interest is payable, such amounts as the Mortgagee from time to time estimates as reasonably necessary to create and maintain a reserve fund from which to pay before the same become due, all taxes, assessments, liens and charges on or against the property hereby mortgaged, and premiums for insurance as is herein covenanted to be furnished by the Mortgagor. Payments from said reserve fund for said purposes may be made by the Mortgagee, and premiums for insurance as is herein covenanted to be furnished by the Mortgagor. Payments from said reserve fund for said purposes may be made by the Mortgagee at its discretion even though subsequent owners of the property described herein may benefit thereby. In the event of my default under the terms of this mortgage, any part or all of said reserve fund may be applied to any part of the indebtedness hereby secured and in refunding any part of said reserve fund the Mortgagee may deal with whomever is represented to be the owner of said property at that time.

14. Mortgagor shall assign to the Mortgagee, upon request, as further security for the indebtedness secured hereby the lessor's interest in any or all leases, and the Mortgagor's interests in all agreements, contracts, leases and permits affecting the property subject to this mortgage, such assignments to be made by instruments in form satisfactory to the Mortgagee; but no such assignment shall be construed as a consent by the Mortgagor to any lease agreement, contract, license or permit so assigned, or to impose upon the Mortgagee any obligations with respect thereto.

15. In any action brought to enforce the obligation of the makers of the Note secured hereby to pay the indebtedness evidenced by such Note or to enforce the obligation of the party executing this instrument, the judgment or decree shall be enforceable against such party only to the extent of its interests in the property covered hereby or subject to any other security instrument securing said Note, and any such judgment shall not be subject to the execution on, nor be a lien on, assets of such party other than its interests in the property covered hereby or subject to any other security instrument securing said Note.

All notices and other communications hereunder shall be in writing and shall be deemed to have been given when mailed by first class registered or certified mail, postage prepaid, or delivered addressed (a) if to Mortgagor, or at such other address as Mortgagor shall have furnished in writing to Mortgagee, or (b) if to Mortgagee, at

UPTOWN NATIONAL BANK OF CHICAGO, Commercial Loan Department,  
4753 North Broadway, Chicago, Illinois 60640

or at such other address as Mortgagee shall have furnished in writing to Mortgagor.

16. Mortgagor will faithfully keep and perform all of the obligations of the landlord under all of the leases now or hereafter assigned to the Mortgagee pursuant to paragraph (14) or by separate assignment of rents and not permit to accrue to any tenant under any such lease any right to prepay rent pursuant to the terms of any lease other than the usual prepayment of rent as would result from the acceptance on the first day of each month of the rent for the ensuing month, according to the terms of the various leases.

17. Mortgagor will operate such property at all times as an apartment building and will not acquire any fixtures covered by this mortgage subject to any security interest or other charge or lien taking precedence over this mortgage, without first obtaining the consent of Mortgagee.

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the written consent of any of the beneficiaries or improprietors of any of the buildings or improvements (including fixtures) on the mortgaged premises without any of record against the mortgagor, and will not violate nor suffer the violation of the covenants and agreements without

shall have no right to demand recompence for premises occupied or suffered any damage to the time of his removal, regulation of ordinary affording the most aggrieved property and will not commit or suffer any demolition, removal

Mortgagee is hereby irrevocably appointed as attorney-in-fact to act in his/her capacity as mortgagee or other entity established or maintained by the Mortgagor as attorney-in-fact to act in his/her capacity as mortgagor to execute or cause to be executed any documents necessary to effectuate the intent of the instrument(s) referred to in the instrument(s) referred to in the instrument(s).

or more of the following ways: (1) applied upon the indebtedness executed hereby, whether such indebtedness then be matured or unmatured, (2) used to fulfill any of the contingencies mentioned above, (3) by any other method which the parties may agree upon.

the NorthernBIOGEF shall deliver to the NorthernGage a new policy as replacement for any existing policy at least fifteen (15) days before the date of such expiration, paying or causing payment in full of the amount collected by it to the option of the NorthernBIOGEF.

4. Motor/gaiter will keep protected and stand upright in good order, repeat and continue at all times, the building movements (including fixtures) now standing or hereafter erected or placed I pon the mortgaged premises and all appurtenances, apparatuses and articles of personal property, now or hereafter in or situated in or used in connection with said buildings or fixtures, now standing or hereafter erected or placed I pon the mortgaged premises and all improvements (including fixtures) now standing or hereafter erected or placed I pon the mortgaged premises and all

3. Mortgagor will pay the indebtedness hereby accrued and also demand and recoveries of this mortgage.

2. The Mayor's Board, right and lawfully elected, is the most eligible Preliminary Committee in fee simple and has Board power to sell and convey the same; that the most eligible Preliminary Committee in fee simple and lawfully elected, is well and lawfully entitled to all claims and demands whatsoever.

Dollars, and interest thereon, paid or due and payable before and on DECEMBER 31, 1999. Given due herewith, payable according to the order of the Mortgagor notwithstanding notice, hereinafter referred to as "the Note", or

herein contained and shall for the payment of all debts which may become due hereunder and to secure to the lessor against the payment of the sum of TWO HUNDRED THOUSAND AND NO/100- (\$200,000.00).

To have and to hold, to promises unto myself, to successions and inheritances, for the uses and purposes hereinafter set forth;

real estate. To the extent permitted by law, the foregoing items shall be considered part of the hereinabove described property.

While building the game, many of the design decisions revolved around the concept of the **bullet**. All bullets, furnaces, heaters, stoves, ranges, electric ovens, refrigerators, doors, windows, slides, floor coverings, etc., were built with the bullet in mind. This meant that all tanks and containers had to be designed so that they could be easily breached by a bullet.

With permission under the seal number 14-17-120-017-0000  
cogener with all and singular the executors, heirs and assigns, and other rights and privileges  
hereunto belonging or in any wise now or hereafter appearing, executors and administrators, and  
pledged premium, and on a par with all real estate and personalty now or hereafter held  
granted or placed in or upon said estate or realty or otherwise appropriated to or used in connection  
with either of the real estate or personalty or both, including without limitation in any  
manner or way whatever or how the same have or would become part of said estate by  
any partition or otherwise.

and commonly known as 1454-70 MONTROSE AVENUE, CHICAGO, ILLINOIS

LOTS 13 AND 14 (EXCEPT THE NORTH 35 FEET THEREOF) IN BLOCK 23 IN RAVENSWOOD IN THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4, LYING WEST OF GREEN BAY ROAD IN SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Worltagagec, which terms shall be construed to include successors and assigns, the following described real estate, etc.

Bank in Trust Agreement of a Trust Agreement dated January 21, 1986 Number 86-10-391  
and covers UPTOWN NATIONAL BANK OF CHICAGO, "nationally bank holding corporation, hereby merges

COMMUNALITY BANK AND TRUST COMPANY OF EDGEWATER,  
CHICAGO, Illinois.

MAY 31 , 19 91 Chicago, Illinois

## MORTGAGE

912906

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(a) All principal and interest remaining unpaid and secured hereby;

27. In any foreclosure sale of this mortgage where shall be allowed and included in the decree for sale, to be paid out of the rents or the proceeds of such sale:

(c) Mortgagor shall, at its option, have the right, after notice, to require its agent or attorney, either with or without process of law, to enter upon and take possession of the premises, except all removable personal property, to collect or otherwise to realize the same, and to leave the same or any part thereof from time to time in trust, and to deduct therefrom all reasonable expenses incurred in the management, maintenance, insurance, and protection of the property, and to apply the income upon the indebtedness secured hereby or upon any deficiency decree entered in the premises, and all expenses incurred in the prosecution, care, management and operation of the property, and to dispose of the same in such manner as it may determine.

(b) More language may immediately force a lease in which any proceeding is pending for the purpose of any lime hereafter, either before or after sale, without notice and without requiring bond, without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the value of the premises, upon which the lessor hereby agrees to let the provisions of the agreement shall be in force or any part of it for the period of one year from the date of execution, notwithstanding any waiver of the right of redemption in this mortgage.

(a) All sums received hereby shall, in the opinion of Mortgagor, and upon notice to Mortgagor, become immediately due and payable upon the date of acceleration at 4.0 % per cent over the interest rate payable under the Note.

26. It is further agreed that, in case of default continuing for ten (10) days after written notice to MotorCarrier, in writing, by a party entitled to sue and defend under this instrument due to non-compliance with the terms hereof, either of the following, or of a default continuing for thirty (30) days after written notice to MotorCarrier, shall apply:

23. The Majoritariangor hierarchy violates any and all rights of redempthon from salte under any order or decree of fore-  
closure, pursuant to rights held by creditors, on behalf of the Mortgagor, the trustee estate and all persons beneficially in-  
terested therein, and each such party interested may intercede in, or file to, the premises described herein  
subsequent to the date of this instrument, and on behalf of all other persons to the extent permitted by the providers of  
Chapter 110, §151601 of the titlode, "Revised Statutes (Annotated) 1987."

24. **Ministerial powers shall not extend with the Minister's term of office to any other minister than the Minister who appointed him.** In case of a change of government, the Minister's powers shall be exercised by the Minister of State appointed by the new Government.

23. Mortgagor agrees that the proceeds of the Note secured by this mortgage will be used for the repair and maintenance, structural improvements, and fixtures now or hereafter erected or placed in or upon the real estate described on page one (1) above.

19. That the Minister shall pay to said corporation its legal expenses and allowances, a reasonable fee for defending any action or proceeding, and a reasonable fee for any other legal costs, as often as any proceeding is taken to enforce this measure for default in paying a fee, in addition to all other legal costs.

18. That, in the event the owner/holder of the moratorium, or any party thereto, becomes vested in a person other than the Mortgagor, the Mortgagor hereby succeeds to the same such successor or successors in interest with the Mortgagor, without in any manner reference to this mortgage and the debt hereby created in the name of the Mortgagor, without in any manner vesting

28. No remedy or right of Mortgagee shall be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right to be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concuringly or independently, and when and as often as may be deemed expedient by Mortgagor.

29. If all or part of the premises, or an interest therein is sold or transferred by Mortgagor without the prior written consent of the Mortgagee, excluding: the creation of a lien or encumbrance subordinate to this mortgage; a transfer by devise, descent or operation of law; or, the grant of any leasehold interest of three years or less not containing an option to purchase, the Mortgagee may, at its option, declare all the sums secured by this mortgage to be immediately due and payable. The Mortgagee shall have waived such option to accelerate if, prior to sale to transfer, the Mortgagee and prospective purchaser or transferee agree in writing that, the credit of such person is satisfactory to Mortgagee, and that interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall request, whereupon Mortgagor shall be released from all obligations under this mortgage and note.

30. Mortgagor agrees that upon request of Mortgagee from time to time it will execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this mortgage.

31. All provisions hereof shall insure to and bind the respective successors, vendees and assigns of the parties hereto. The word Mortgagor shall include all persons liable for the payments of the indebtedness of any part thereof whether or not such persons shall have executed the Note or this mortgage. Wherever used, the singular number shall include the plural, and plural the singular, and the use of gender shall be applicable to all genders.

32. Notwithstanding any provision herein or in said Note, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the usury laws of the State of Illinois.

33. This mortgage is executed by COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER personally is concerned, 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 COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER, to fulfill any warranty herein or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as

COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER personally is concerned, the Mortgagee shall look solely to the property for the enforcement of the provisions hereof in the manner herein provided or by action to enforce the personal liability of any guarantors of the Note.

IN WITNESS WHEREOF, Mortgagor has duly executed this mortgage on the date first above written.

COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER

ATTEST:

By: Cathleen Langille  
Assistant Secretary — Trust Officer

Not personally, but as Trustee under the Trust Agreement  
dated JANUARY 21, 1986  
known as Trust Number 86-01-391

By: Mark J. Zappo  
Vice President — Trust Officer

(Corporate Seal)

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:  
 )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Vice President-Trust Officer and Assistant Secretary-Trust Officer of the COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President-Trust Officer and Assistant Secretary-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 acts and as the free and voluntary act of said Company for the uses and purposes therein set forth; and said Assistant Secretary-Trust Officer then and there acknowledged that said Assistant Secretary-Trust Officer, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary-Trust Officer's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein as set forth.

GIVEN under my hand and notarial seal this 11th day of June 1991.

Albert F. Jung  
Notary Public

My Commission Expires:



912-416-006

This document prepared by: Ollie O. Warren  
Uptown National Bank of Chicago  
4753 N. Broadway, Chicago, IL 60640  
Return to Recorder's Box No. 192

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COOK COUNTY, ILLINOIS  
FILED - JUN 18 1991

1991 JUN 18 AM 11:31

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RIDER

RIDER TO MORTGAGE dated May 31, 1991, between Community Bank and Trust Company of Edgewater u/t/d January 21, 1986 and the Uptown National Bank of Chicago.

\$ 16.00

This mortgage is given to secure a revolving credit loan and shall secure not only indebtedness for the initial advances for use as working capital, 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 8 years and 7 months from the date hereof, to the same extent as if such 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 secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's office of the county in which the real estate is located. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid balance of indebtedness secured hereby (including disbursements which the Mortgagee may make under this Mortgage, or any other document with respect thereto) at any one time outstanding shall not exceed the sum of \$200,000.00, plus interest thereon and any disbursements which the Mortgagee may make under this Mortgage, or any other document with respect hereto (e.g. for payment of taxes, special assessments or insurance on the real estate) and interest on such disbursements. This Mortgage is intended to and shall be valid and have priority overall subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby.

7.3-07409 n/a

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