

UNOFFICIAL COPY

0 7 2 5 2 7 0

BEDWMTG Rev. 06/04/1991

Page 1 of 17

02756216

TOGETHER, with all buildings and improvements of every kind and description now existing or hereafter erected or placed thereon and all materials intended for construction, reconstruction,

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, and the rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Borrower, of, in and to the same and of, in and to every part and parcel thereof; and

and assigns, the real estate legally described on Exhibit 'A' attached hereto and incorporated herein; the Borrower does by these presents GRANT, CONVEY and MORTGAGE unto Lender, his successors and hereunder, and the performance of the covenants and agreements of the Borrower herein contained, THAT, to secure the payment of the indebtedness evidenced by the Note, or otherwise due

on the basis of a year consisting of 360 days and paid for the actual days thereof.

interest on the principal balance of the Note outstanding from time to time shall be computed and interest is payable at such place as the holders of the Note may, from time to time in writing appoint, and in the absence of such appointment, then at the address of Lender set forth above. the remaining unpaid principal balance of the Note shall accrue interest at the per annum rate equal to the amount of the Note, whether by acceleration or otherwise, according to the terms of the Note, the amount of FIVE (5%) percent of the payment. Upon maturity of the principal of a late charge in the amount of FIVE (5%) percent of the payment or final payment will be subject to a payment of FIFTEEN (15) days of due date, then such installment or final payment will be subject to a payment of the principal balance of the Note and accrued interest thereon is not paid within the Note, then penalty interest and late charges, then to interest on the unpaid principal balance and the remainder to principal, provided that if any installment payment due hereunder or the final payment of the principal balance of the Note and accrued interest thereon is not paid within FIFTEEN (15) days of due date, then such installment or final payment will be subject to a payment of a late charge in the amount of FIVE (5%) percent of the payment. Upon maturity of the principal amount of the Note, whether by acceleration or otherwise, according to the terms of the Note, the remaining unpaid principal balance of the Note shall accrue interest at the per annum rate equal to the unmatured Note rate plus three (3%) percent (Penalty Rate) until paid. All of said principal and interest is payable at such place as the holders of the Note may, from time to time in writing appoint, and in the absence of such appointment, then at the address of Lender set forth above.

All such payments on account of indebtedness evidenced by said Note are to be applied first to any costs, fees or expenses incurred by Lender pursuant to the provisions of this Mortgage or the Note, then penalty interest and late charges, then to interest on the unpaid principal balance and the remainder to principal, provided that if any installment payment due hereunder or the final payment of the principal balance of the Note and accrued interest thereon is not paid within FIFTEEN (15) days of due date, then such installment or final payment will be subject to a payment of a late charge in the amount of FIVE (5%) percent of the payment. Upon maturity of the principal amount of the Note, whether by acceleration or otherwise, according to the terms of the Note, the remaining unpaid principal balance of the Note shall accrue interest at the per annum rate equal to the unmatured Note rate plus three (3%) percent (Penalty Rate) until paid. All of said principal and interest is payable at such place as the holders of the Note may, from time to time in writing appoint, and in the absence of such appointment, then at the address of Lender set forth above.

THAT WHEREAS, Borrower has concurrently executed a Note bearing even date herewith, in the principal sum of ONE HUNDRED THIRTY THOUSAND and 00/100ths (\$130,000.00) Dollars with interest on the principal balance of the Note remaining from time to time at the rate of TEN AND ONE QUARTER PERCENT (10 1/4%) per annum from date hereof to maturity, payable in equal monthly installments of principal and interest of \$1746.51 commencing July 1, 1991 and on the first day of each subsequent month except that the final payment of the remaining principal of the Note and accrued interest shall be due June 1, 1994. The terms and provisions of said Note are incorporated herein by reference.

WITNESSETH:

THIS MORTGAGE, made as of this 10th day of June, 1991, by STANDARD BANK AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Illinois, not personally, but as Trustee under the provisions of a Deed in Trust recorded and delivered to the undersigned pursuant to a Trust Agreement dated 3/4/91 and known as Trust 12905, 2400 West 95th Street, Evergreen Park, Illinois 60612 ("Borrower") in favor of STANDARD BANK AND TRUST COMPANY, its successors and assigns, 2400 West 95th Street, Evergreen Park, Illinois 60612, (Lender);

MORTGAGE

91295270

91295270

1991 JUN 15 PM 12:21

COPIES DESTROYED

Handwritten notes: 78 P99PDS- P(2)

01205270

AND, the Borrower covenants with the Lender as follows:

PROVIDED ALWAYS, and these provisions are upon this express condition, that the Borrower shall well and truly pay unto the Lender, its successors or assigns, the sums of money due hereunder and in the Note with interest thereon, at the time and in the manner mentioned in the Note, and any and all other sums which may become due and payable hereunder, and shall well and truly abide by and comply with each and every covenant and condition set forth herein or in the Note, then these provisions and the estate hereby granted shall cease, determine and be void, and Lender, its successor or assigns shall, upon request, prepare, execute and deliver a release of the estate created hereunder upon tender to Lender of its then current release fee. No partial release of any of the real estate or fixtures shall be permitted except upon the terms and conditions as required by Lender in its sole discretion.

TO HAVE AND TO HOLD the above granted and described Premises, with all and singular the rights and appurtenances thereto appertaining unto the Lender, its successors and assigns, forever, Borrower hereby releasing and waiving on its behalf and on behalf of all persons beneficially interested in the trust estate, if Borrower is a Land Trustee, all rights now or and by virtue of the Homestead Exemption Laws of the State of Illinois.

All of the foregoing is referred to herein as the "Premises" or "mortgaged property."

TOGETHER, with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the Premises, to the extent of all amounts which may be secured by this Mortgage, at the date of receipt of any such award or payments to the Lender, and of the reasonable counsel fees, costs and disbursements incurred by the Lender in connection with the collection of such award or payment.

including execution of financing statements or copies thereof where Lender deems appropriate; and to confirm the lien of this Mortgage on any or all of the aforementioned chattels and fixtures, execute and deliver, from time to time, such further instruments as may be requested by the Lender another person unless Borrower has acquired ownership of same. The Borrower further agrees to herein shall be deemed to create a mortgage on tenant trade fixtures or property belonging to obligations. Borrower acknowledges and agrees that the within mortgage shall constitute a fixture of the Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted to the Lender as secured party, securing said indebtedness and aforesaid. This Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said real estate and covered by and conveyed under this Mortgage; and as to the balance of the property on the real estate shall, so far as permitted by law, be deemed to form a part and a parcel of the intended and declared that all the aforesaid property owned by said Borrower and placed by Borrower or shall be attached to said building or buildings in any manner, it being mutually agreed, of sale of or insurance thereon and articles in substitution thereof, whether or not the same are used or useful in the operation of the said real estate; and all renewals, replacements or proceeds refinancing, including, including, air-conditioning and sprinkler equipment and fixtures and machinery, motors, fittings, shades, screens, and all plumbing, heating, lighting, ventilating, contained in and used in connection with said real estate including but not limited to all materials shall be deemed to be included within the Premises immediately upon the delivery thereof to the said real estate, and all fixtures now or hereafter owned by Borrower and attached to or included in and used in connection with said real estate including but not limited to all appurtenances thereon and all items of furniture, furnishings, equipment and personal property used or useful in the operation of the said real estate; and all renewals, replacements or proceeds of sale of or insurance thereon and articles in substitution thereof, whether or not the same are intended and declared that all the aforesaid property owned by said Borrower and placed by Borrower on the real estate shall, so far as permitted by law, be deemed to form a part and a parcel of the real estate and covered by and conveyed under this Mortgage; and as to the balance of the property aforesaid. This Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said obligations. Borrower acknowledges and agrees that the within mortgage shall constitute a fixture herein shall be deemed to create a mortgage on tenant trade fixtures or property belonging to another person unless Borrower has acquired ownership of same. The Borrower further agrees to execute and deliver, from time to time, such further instruments as may be requested by the Lender to confirm the lien of this Mortgage on any or all of the aforementioned chattels and fixtures, including execution of financing statements or copies thereof where Lender deems appropriate; and

91295270

5. (c) Borrower shall keep all buildings and improvements on said real estate including heating plant, and pipe glass, if any, insured against loss, damage and liability under policies of insurance covering fire and extended coverage, vandalism, malicious mischief, theft or business interruption, liability and property damage, and flood insurance, if the

4. That every provision herein requiring notice and demand or request shall be deemed fulfilled by written notice and demand or request mailed to the last known address of the Borrower or Lender by postage prepaid first class mail, personal delivery or by document delivery services.

3. The Borrower will maintain the mortgaged property in good condition and repair free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof, will not commit or suffer any waste of the mortgaged property, and will comply with, or cause to be complied with, all statutes, ordinances, regulations and other legally enforceable requirements of any governmental authority relating to the Premises; a violation by Borrower or one of its tenants in the Premises of any statute, ordinance, regulation or other legally enforceable requirement of any governmental authority relating to the Premises shall be deemed waste that the Borrower will promptly repair, restore, replace or rebuild any part of the mortgaged property now or hereafter subject to this Mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in paragraph 9 hereof. Any proceeds of insurance paid as a result of an insured casualty shall be delivered to Lender or deposit in an escrow account from which Borrower may withdraw such sums needed to restore, repair, replace or rebuild the mortgaged property subject to the provisions of paragraph 5(d) hereof.

2. That no building or other property covered by this Mortgage shall be removed, demolished or materially altered, without the prior written consent of the Lender, except that the Borrower shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal, any such equipment shall be replaced with other equipment of equal or greater value and free from chattel mortgage or such other encumbrance and from any restriction to title, and by such removal and replacement the Borrower shall be deemed to have substituted such equipment to the lien of this Mortgage, or (b) any net cash proceeds received from such disposition shall be paid over promptly to the Lender to be applied to the last installment due on the indebtedness secured, without any charge for prepayment, or applied otherwise at Lender's sole discretion.

1. That the Borrower will pay, or cause to be paid, the said sums of money due under the Note with interest thereon, at the time and in the manner provided in the Note, and will keep, perform and observe every covenant, term and condition of this Mortgage and the Note. If remittance be made in payment of principal, interest or other charges due Lender either by check or draft, said payment shall be subject to the condition that such check or draft may be handled for collection in accordance with the practice of the collecting bank or banks, and that any receipt issued herefor shall be void unless the amount payable hereon is actually received by the Lender. Receipt herefor shall also be void if, by order of any court of competent jurisdiction, Lender is required to refund any sums paid to Lender by or on behalf of Borrower. Any such refund or other non-payment of a remittance occurring after release of the lien of this Mortgage and cancellation of the Note secured hereby shall be deemed a partial reinstatement of said Mortgage and Note for such sum and shall bear interest at the penalty rate. Any partial payment received by Lender after acceleration or maturity of all sums due Lender under the Note or this Mortgage shall not impair Lender's rights hereunder or at law or equity to proceed with foreclosure of this Mortgage or collection of the Note in full.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

91295270

6. That the Borrower will pay or cause to be paid all real estate and other taxes, special assessments, association fees or assessments, water rates, sewer rents and other charges now or hereafter assessed or liens on or levied against the mortgaged property or any part thereof, and in default thereof the Lender may, at the option of the Lender, pay the same, and the Borrower will repay the same with interest at the penalty rate from the date of payment on demand. All such payments by Lender shall be secured by this Mortgage; that upon request of the Lender, the Borrower will exhibit to the Lender receipts for the payment of all items specified in this paragraph prior

(e) Borrower's compliance with the insurance requirements of this Mortgage shall not relieve Borrower of any liability to Lender hereunder or under the Note and related loan documents.

upon demand. at the penalty rate and shall be secured by the lien of this Mortgage and shall be payable Lender may, at its option, advance the funds required. All such advances shall bear interest, work, the Borrower shall pay the deficiency. If Borrower fails to pay said deficiency, that purpose. If such insurance money shall be insufficient to pay the entire cost of such the right to restore, rebuild or replace same and may use and apply any insurance monies for of any Premises destroyed or damaged by fire or other casualty, then the Lender shall have neglect, fail or refuse to proceed diligently with the restoration, rebuilding or replacement covenants and agrees forthwith to make up such deficit. In the event the Borrower shall restoration, and in the event of any deficit in the amount of insurance monies, the Borrower of the restoration work, in the hands of the Lender sufficient monies to complete said for work performed and material furnished. There shall be, at all times during the progress rebuilding, repairing or replacement of the Premises and provide to Lender waivers of lien prior to such loss or destruction, and that it will promptly commence such restoration, by any other cause, the Borrower will promptly restore, rebuild, repair and replace the same so that the value of the mortgaged property shall be at least equal to the value thereof (d) That if the mortgaged property, or any part thereof, be destroyed or damaged by fire or

of insurance delivered pursuant to the provisions of this Mortgage; the rights of the Borrower including any right to unearned premiums, in and to all policies (c) That in the event of a foreclosure of this Mortgage, Lender shall succeed to all

accompanied by other evidence of payment satisfactory to the Lender; Lender certificate copies of the renewal policy or policies marked "premium paid" or required of the Borrower pursuant to this paragraph 5, the Borrower will deliver to the (b) That no less than thirty (30) days prior to the expiration dates of each policy

than 30 days notice to Lender in the event of cancellation; shall be secured by this Mortgage that all such policies of insurance shall require not less paid, with interest from time of payment at the penalty rate, on demand, and the same the premium therefor, and that the Borrower will reimburse the Lender for any premiums so the Lender may, at the option of the Lender, effect such insurance from year to year and pay Borrower declares in so insuring the mortgaged property, or in so delivering the policies, delivered to the Lender, and shall name Lender as insured under a Lender clause that if the in the form, and by companies approved by the Lender; that the original policies shall be maintained during the life of the Mortgage; that all insurance herein provided for shall be or useful in the operation of the Premises by Borrower. All such insurance is to be Borrower shall also insure against casualty loss all furniture, fixtures, and equipment, used less than the amount of the Mortgage or in other amounts as required by the Lender; and Premises are in a flood zone, for the full insurable value of the property but in no case

91295270

9. That notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the mortgaged property by any public or quasi-public authority or corporation, the Borrower shall continue to pay the installment payments required by the Note and this Mortgage. Any reduction in the principal sum resulting from the application by

8. That, if at any time the United States of America or other governmental authority shall require internal revenue or comparable stamps to be affixed to the Note or this Mortgage, the Borrower will pay for the same with any interest or penalties imposed in connection therewith.

7. That in the event of the passage after the date of this Mortgage of any law of the State of Illinois or its political subdivisions (or other state of the situs of the real estate), deducting from the value of the mortgaged property for the purpose of taxation any lien thereon or changing in any way the laws for the taxation of the mortgages or debts secured by Mortgage for State or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly (other than the imposition of any income tax liability on Lender), on this Mortgage or the Note, the holder of this Mortgage and the Note, which it secures shall have the right to declare the amount thereof and the interest thereon due on a date to be specified by Lender not less than thirty (30) days after written notice is given to the Borrower by the Lender, provided, however, that such election shall be ineffective if the Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when thereafter levied or assessed against the Premises or this Mortgage and the Note secured hereby, and such agreement shall constitute a modification of this Mortgage.

The Borrower shall not be entitled to interest on the monies deposited pursuant to this paragraph. deposited under this paragraph to apply on account of such default or to pay the said imposition. any default by the Borrower under this Mortgage, the Lender is authorized to use the money together with the monies so deposited pursuant to this paragraph to pay the same. In the event of insufficient, the Borrower shall forthwith pay over to the Lender an amount of money sufficient, Borrower is not in default under this Mortgage. In the event that such monies shall be such legal proceedings and in balance, if any, shall be paid to the Borrower, provided that the said imposition and the interest and penalties in connection therewith, and the charges accruing to deposited, the said monies so deposited shall be applied to the payment, removal and discharge of the monies deposited with it to be insufficient security for the purpose for which they are deposited. Upon the termination of such legal proceedings or at any time when the Lender shall deem appropriate as security for any bond required in order to enable the Borrower to prosecute such person or public authority claiming said imposition on account of any such imposition, or to be right to cause the funds so deposited, or any part thereof, to be deposited with or paid to the mortgaged property, or any part thereof in said legal proceedings. The Borrower shall have the connection therewith, and all charges that may or might be assessed against or become a charge on of the Lender, an amount to pay said imposition together with all interest and penalties in corporation as Lender may in writing direct, as security for the satisfaction, in the sole judgment thereof to satisfy the same, and Borrower shall have deposited with the Lender or such person or imposition so consigned and the sale or loss of possession of the mortgaged property or any part prosecuted with due diligence, and which consents shall operate to prevent the collection of the proceed to contest the same or the validity thereof by appropriate legal or other proceedings to be is hereafter sometimes referred to as "imposition") so long as the Borrower in good faith shall property, or any part thereof (which tax, assessment, water rate, sewer rent, other charge or lien shall require the Borrower to pay, discharge or remove any tax, assessment, water rate, sewer rent or other charge now or hereafter assessed or placed as a lien on or levied against the mortgaged to the date when the same shall become delinquent; provided, however, that nothing in this Mortgage

UNOFFICIAL COPY

Property of Cook County Clerk's Office

01205270

11. That the Borrower and/or its beneficiaries will keep proper books of record and account in accordance with generally accepted principles of accounting; that the Lender shall have the right to review the affairs, finances and accounts of the Borrower and/or its beneficiaries and to be informed as to the same by its officers, all at such reasonable times and intervals as the Lender may desire; and that the Borrower will furnish to the Lender within Ninety (90) days after the end of each fiscal year of the Borrower and/or its beneficiaries, copies of statements of income and expense of the Borrower and/or its beneficiaries for such fiscal year showing separately and in adequate detail the income and expense of the mortgaged property, all in reasonable detail and stating in comparative form the figures as of the end of and for the previous fiscal year and certified by Borrower and/or its beneficiaries.

10. That the Borrower will transfer and assign to the Lender, at any time and from time to time, in full satisfaction to the Lender, the Borrower's interest in all leases of the mortgaged Premises or portions thereof, whether now in existence or hereafter entered into, and that the Borrower will not assign the whole or any part of leases of the mortgaged Premises or any portions thereof, which now in existence or hereafter entered into, nor the whole or any part of the rents, issues and profits arising from the mortgaged Premises, without the prior written consent of the Lender and any assignments made in violation hereof shall be null and void. Further, as further security for the indebtedness hereby secured, the Borrower has, concurrently herewith, executed and delivered to the Lender a separate instrument (herein called the "Assignment") dated as of the date hereof, wherein and whereby, among other things, the Borrower has assigned to the Lender all of the rents, issues and profits and/or any and all leases and/or the rights of management of the Premises, all as therein more specifically set forth, which said Assignment is hereby incorporated herein by reference as if set forth herein at length. The Borrower agrees that it will duly perform and observe all of the terms and provisions on its part to be performed and observed under the Assignment. The Borrower further agrees that it will duly perform and observe all of the terms and provisions on lessor's part to be performed and observed under any and all leases of the Premises to the end that no default on the part of lessor shall exist hereunder. Nothing herein contained shall be deemed to obligate the Lender to perform or discharge any obligation, duty or liability of lessor under any lease of the Premises, and the Borrower shall and does hereby agree to defend, indemnify and hold the Lender harmless from any and all liability, loss or damage which the Lender may or might incur and/or any lease of the Premises or by reason of the Assignment and any and all such liability, loss or damage incurred by the Lender, together with the costs and expenses, including reasonable attorney's fees, incurred by the Lender in the defense of any claims or demands hereof (whether successful or not), shall be so much additional indebtedness hereby secured, and the Borrower shall reimburse the Lender therefor on demand, together with interest at the penalty rate from the date of disbursement to the date of payment.

the Lender of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt, that said award or payment may be applied in such proportions and priority as the Lender in the Lender's sole discretion may elect to the payment of principal, whether or not then due and payable, or any sums secured by this Mortgage provided, however, that the Borrower shall be permitted to use the proceeds of any award received to restore the remaining portion of the Premises; any balance not so expended shall be deposited with the Lender. If prior to the receipt by the Lender of any such award or payment the mortgaged property shall have been sold on foreclosure of this Mortgage, the Lender shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought, recovered or denied, and counsel fees, costs and disbursements incurred by the Lender in connection with the collection of such award or payment. The receipt of any such award by Lender shall not result in a change in the amount of the installment payments due under the Note and this Mortgage.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 1 2 3 2 7 0

022556216

12. That the Borrower, upon written request, shall certify within Ten (10) days after such request, by a writing duly acknowledged, to the Lender or to any proposed assignee of this Mortgage, the amount of principal interest and other charges then owing on the Note and this Mortgage and whether any offsets or defenses exist against the mortgage debt. In the event Borrower fails to timely so certify, Borrower irrevocably appoints any agent or officer of Lender, its successors and assigns as Borrower's attorney in fact, to so certify and which certification shall be binding on Borrower, its beneficiaries, successors and assigns.

13. That this mortgage shall operate as a security agreement under the provisions of the Uniform Commercial Code, as now or hereafter amended, with respect to the fixtures on the Premises, or any replacement thereof, or additions thereof, all proceeds of insurance on or safe thereof, and the Borrower will execute and deliver such financing statements as the Illinois Uniform Commercial Code requires with respect to such security; and that the Borrower will execute and deliver from time to time such further instruments including general mortgages, security agreements, factoring statements, certificates, extensions and renewals thereof, and such other documents as may be required by the Lender to preserve, confirm and maintain the lien of this Mortgage on the said fixtures whether now or hereafter acquired, and the Borrower shall pay to the Lender on demand any expenses incurred by the Lender in connection with the preparation and filing of such documents. Fixtures and equipment which the lessee of a portion of mortgaged Premises has the right to remove, are specifically excluded from the provisions of this clause except to the extent that lessee's right to remove such fixtures and equipment shall be forfeited under terms of all leases assigned by the Assignments of Rents and Leases, bearing even date herewith and given as additional security for the Note.

14. That in the event of any default in the performance of any of the Borrower's covenants or agreements herein, the Lender may, at the option of the Lender, perform the same and the cost thereof or any other costs, expenses or fees (and/or incurred by Lender as a result of a default of Borrower with interest at the penalty rate from date of disbursement shall immediately be due from the Borrower to the Lender and secured by this Mortgage.

15. That if any action or proceeding be instituted or commenced (except an action to foreclose this Mortgage or to collect the debt secured hereby), to which action or proceeding the Lender is or may become a party or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Lender for the expenses of any such threatened or commenced action or proceeding (including reasonable counsel fees) to prosecute or defend the right and lien created by this Mortgage shall on notice and demand be paid by the Borrower, together with the interest thereon at the penalty rate from date of disbursement, and shall be secured by this Mortgage; that in any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant. Additionally, in the event that Lender incurs any attorney fees or costs in dealing with any matter which directly or indirectly affects this Mortgage, Borrower agrees to pay it upon demand all such costs and expenses, including reasonable attorney fees incurred by Lender, together with interest thereon at the penalty rate and which sums shall be deemed also secured by the lien of this Mortgage.

16. That the Lender and any persons authorized by the Lender shall have the right to enter and inspect the mortgaged property at all reasonable times and, if Borrower is a land trust, to inspect and receive copies of said land trust file at any time.

17. That the Lender shall have the right from time to time to sue Borrower for any sums due Lender hereunder whether interest, damages for failure to pay principal or any installment thereof, taxes, the costs of Lender's performance of the Borrower's covenants or agreements provided herein, or any other sums required to be paid under the terms of this Mortgage or the Note, as the same

91295270

19. That Borrower covenants and agrees to deposit at Lender's request at such place as the holder of the Note secured by this Mortgage may, from time to time, in writing appoint and, in the absence of such appointment then at the office of Lender commencing with the first monthly payment due pursuant to the Note secured hereby, and on the first day of each and every succeeding month thereafter until the indebtedness secured by this Mortgage is fully paid, a sum equal to 1/12th of the last total annual taxes and assessments last assessed (general and special) on the Premises (unless said taxes are based upon assessments which exclude the improvements or any part thereof, now constructed or to be constructed, in which event the amount of such deposits shall be based upon the reasonable estimate of the holder of the Note as to the amount of taxes and assessments to be levied or assessed). Borrower, concurrently with the initial disbursement of the proceeds of the Note secured hereby or as subsequently requested at the option of Lender, will also deposit with Lender an amount based upon the taxes and assessments so ascertainable, or so estimated by Lender as the case may be for taxes and assessments on the Premises on an accrual basis for the period from January 1, succeeding the year for which all taxes and assessments have been paid to an including the date of the first deposit in this paragraph hereinafter mentioned or any part thereof upon request of Lender. Such deposits are to be held in escrow without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on said Premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general or special) for any year when the same shall become due and payable, Borrower shall, within ten days after notice and demand, thereafter deposited with Lender such additional funds as may be necessary to pay such taxes and assessments (general and special) for any year. Any excess deposit shall be retained in escrow. In the event sums so deposited are insufficient to make a required tax payment, Lender, at its sole option, may advance the additional funds needed. Any such advance shall be deemed secured by the lien of this mortgage and shall be due and payable on demand with interest at the penalty rate. The creation of a tax escrow and the holding of funds therein shall not relieve Borrower of its responsibility pursuant to paragraph 6 hereof to obtain tax and assessment bills and to timely pay any such taxes or assessments on the mortgaged Premises or to timely tender same to Lender for payment from the escrow. Notwithstanding any provision of law, in the event Lender forecloses the lien of this Mortgage, the balances of any such tax escrow account shall be set off against sums due Lender from Borrower hereunder.

18. That no transfer, assignment, sale, lease for a term of more than three years or a lease of any duration which includes an option to purchase, or conveyance or contract to sell all or part of the Premises or all or part of the beneficial interest in and to Borrower, if the Borrower or the beneficiary of Borrower is a corporation or a partnership, no sale or issuance of shares or partnership interests will be made without the prior consent of Lender. If Borrower is a land trust, it hereby covenants with Lender that it will accept no letter of direction from its beneficiaries to take an action contrary to the provisions of this paragraph without the express written consent of Lender. The making of an sale, lease of more than three years or a lease of any duration which includes an option to purchase or conveyance or a contract to sell the all or part of the Premises or all or part of the beneficial interest in and to the Borrower, if a land trust, shares of the Borrower or the beneficiary, if a corporation, or an interest in the Borrower or a beneficiary of Borrower, if a partnership, will be an additional event of default and all principal and interest due under the Note shall be accelerated and immediately due and payable at the option of Lender.

becomes due, without regard to whether or not the principal sum secured by the Mortgage shall be due and without prejudice to the right of the Lender thereafter to bring an action of foreclosure, or any other action, for a default or defaults by the Borrower existing at the time such earlier action was commenced.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

02256216

L. Upon the appointment of a receiver, liquidator or trustee for Borrower or any beneficiary of Borrower, or of the mortgaged property or of any part of the mortgaged property, or the adjudication of Borrower or any beneficiary to be a bankrupt or insolvent, or the filing of any petition for the bankruptcy, reorganization or arrangement of Borrower

H. Upon any assignment made by Borrower or any beneficiary of Borrower, for the benefit of conditions; or

G. Upon Assignment by the Borrower of the whole or any part of the terms or issues and profits arising from the mortgaged property without the written consent of the Lender unless such assignment shall be specifically subject and subordinate to the prior rights of the Lender hereunder; or

F. Upon the actual or threatened waste, removal or demolition of, or material alteration, to any part of the mortgaged property; or

E. After default for fifteen (15) days after notice and demand in the payment of any installment of any assessments for local improvements hereafter or hereafter made which is or may become payable in installments, and may at any time affect the premises; or

D. After default for fifteen (15) days following request in furnishing a statement of the amounts due on the Note and Mortgage and which any offsets or defenses exist against the Mortgage debt, as hereinafter provided; or

C. After default in obtaining and delivering the policies of insurance herein described or referred to or in reimbursing the Lender for premiums if paid for such insurance, as herein provided; or in paying the premiums due hereunder; or

B. After default in the payment of any tax, water rate or assessment or other imposition for fifteen (15) days after notice and demand; or

A. Upon the default in payment of any installment of principal and interest due hereunder for fifteen (15) days; or

21. That the whole of the principal sum and the interest of the indebtedness secured hereby shall become due at the option of the Lender.

20. That together with, and in addition to, the monthly payments of interest or principal payable under the terms of the Note secured hereby, and in addition to the deposits for general and special taxes and assessments pursuant to the terms of paragraph 19 of this Mortgage, Borrower will deposit, upon request, monthly with Lender a sum equal to one-twelfth (1/12th) of the premiums that will next become due and payable on policies of fire, extended coverage and other hazard insurance, covering the mortgaged Premises. Such sums are to be held in escrow without interest to pay said insurance premiums. In the event sums on deposit are insufficient to make a required insurance premium payment, Lender, at its sole option, may advance the additional funds needed. Any such advance shall be deemed secured by the lien of this mortgage and shall be due and payable on demand with interest at the penalty rate. The creation of an insurance escrow and the holding of funds therein shall not relieve Borrower of its responsibility pursuant to paragraph 5 hereof to obtain any required insurance insuring the mortgaged Premises and to timely pay the premiums thereof or to timely tender to Lender the premium billings for payment from the escrow. Notwithstanding any provision of law, in the event Lender forecloses the lien of this Mortgage, the balances of any such insurance escrow account shall be set off against sums due Lender from Borrower hereunder.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

022556276

24. That upon, or at any time after the filing of a bill to foreclose this Mortgage, the Court in which such bill is filed may appoint Lender as Lender in possession or a receiver of the mortgaged property; that such appointment may be made either before or after sale, without notice and without requiring bond (notice and bond being hereby waived) without regard to the sovereignty or insolvency of the Borrower at the time of application for such Lender in possession order or receiver and without regard to the then value of the mortgaged property or whether the same shall be then occupied as a homestead or not; that such Lender in possession or receiver shall have power to collect and impose rents, and collect issues and profits of the mortgaged property during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when the Borrower, except for the intervention of such Lender in possession order or receiver, would be entitled to collect such rents, issues and profits, and all other power which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the mortgaged property during the whole of said period; and that the Lender in possession or receiver, out of such rents, issues and profits may pay any costs incurred in the management and operation of the mortgaged property, prior and coordinate liens, if any, taxes, assessments and insurance, and may pay all or any part of the indebtedness secured hereby or any deficiency decree.

23. That when the indebtedness secured hereby shall become due whether by acceleration or otherwise, the Lender shall have the right to foreclose the lien hereof; that in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of the Lender for the preservation, protection, repair, management and sale of the mortgaged Premises, and for attorney's fees, appraiser's fees, and similar data and assurances with respect to title as Lender may deem to be necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the mortgaged property; that all such expenditures shall become so much additional indebtedness secured hereby and immediately due and payable with interest thereon at the penalty rate from payment thereof; and that the proceeds of any foreclosure sale of the mortgaged property shall be distributed and applied in the following order of priority: First, on account of all such costs and expenses incident to the foreclosure proceedings; 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 interest and then principal remaining unpaid on the indebtedness secured hereby; and Fourth, any overplus to Borrower, its successors or assigns, as their rights may appear.

22 [Intentionally Blank]

1. Upon default or occurrence in the event of default in the observance or performance of any other covenant or agreement of the Borrower hereunder, or under the Note and the failure of Borrower to cure same within Fifteen (15) days of notice; or

to have the same discharged, stayed or dismissed within Ninety (90) days; or

or any beneficiary of Borrower pursuant to the Federal Bankruptcy Act of any similar statute, or the institution of any proceeding for the dissolution or liquidation of Borrower or any beneficiary of Borrower, and, if such appointment, adjudication, petition or proceeding be involuntary and not consented to by Borrower or any such beneficiary of Borrower, the failure

912955270

25. That upon any sale by virtue of any judicial proceedings or otherwise for the enforcement of this Mortgage the mortgaged property may be sold in one parcel as an entirety, at the option of Lender, Borrower hereby waiving any requirement of law to the contrary, and the Borrower, to the full extent that it may lawfully do so, for itself and for all who may claim through or under them hereby expressly waives and releases all right to have the mortgaged property or any part thereof marshalled upon any foreclosure sale, or other enforcement hereof, and any court at the time foreclosure of this Mortgage is sought shall have the right and is hereby authorized and directed to sell the entire mortgaged property as a whole in a single parcel. Borrower for itself and on behalf of its beneficiaries their respective successors and assigns hereby expressly waives any right at law or at equity to bar Lender from being the purchaser at any foreclosure sale of the mortgaged property.

26. That any failure by the Lender to insist upon the strict performance by the Borrower of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions of this Mortgage to be performed by the Borrower, that neither the Borrower nor any other person now or hereafter obligated for the payment of the whole or any part of the Note or any obligation secured by this Mortgage shall be released from liability for repayment of the Note or any obligations secured by this Mortgage (1) by reason of the failure of the Lender to comply with any request of the Borrower or of any other person, to take action to foreclose this Mortgage or of any obligations secured by this Mortgage, or (2) by reason of any agreement or stipulation between any subsequent owner or owners of the mortgaged property and the Lender extending the time of payment or modifying the terms of the Note or Mortgage (whether or not first having obtained the prior written consent of the Borrower or the other person obligated to pay the Note or any obligation secured by this Mortgage); that the Lender may release, regardless of consideration, this Mortgage in whole or in part without 27 to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or the obligations of Borrower or any other person on the Note secured hereby or the priority of such lien over any subordinate lien; and that the Lender may resort for the payment of the indebtedness secured hereby to any other security hereof held by the Lender in such order and manner as the Lender may elect.

27. That the rights of the Lender arising under the terms and provisions contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; that no act of the Lender shall be construed as an election to proceed under any one provision thereof to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

28. Execution of Separate Security Agreement, Financing Statements, or Borrower, upon request by Lender from time to time shall execute, acknowledge and deliver to Lender, a Security Agreement, Financing Statement or other similar security instruments, in form satisfactory to Lender, covering all property of any kind whatsoever owned by Borrower, which in the sole opinion of Lender is essential to the operation of the Premises and which constitutes goods within the meaning of the Uniform Commercial Code or concerning which there may be any doubt whether the title to same has been conveyed by or security interest perfected by this Mortgage under the laws of the State of Illinois and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other document as Lender may request in order to perfect, preserve, maintain, continue and extend the security interest under the priority of this Mortgage and such security instrument. Borrower further agrees to pay to Lender on demand all costs and expenses incurred by Lender in connection with the preparation, execution, recording, filing and re-filing of any such document.

023556216

29. Any and all other documents conferring easement rights or other appurtenant rights upon the owner of the mortgaged Premises in hand lying within or beyond the perimeter of the mortgaged Premises are herein collectively called the "Appurtenant Agreements" and such rights collectively shall be considered appurtenances.

Borrower hereby grants, conveys, assigns, transfers and mortgages to Lender, as additional security for the indebtedness secured hereby, all right and benefit of Borrower under the Appurtenant Agreements and all easement rights and other benefits arising thereunder, in favor of the Premises. With respect to the Appurtenant Agreements, Borrower further agrees with Lender as follows:

- A. Borrower will perform and comply with all obligations of Borrower or which are otherwise imposed upon the Borrower or which are otherwise imposed upon the mortgaged Premises thereunder;
- B. Borrower will keep the same in good standing and in effect and enforce observance and compliance by other parties thereto with their respective obligations thereunder affecting the mortgaged Premises;
- C. Borrower will not without first having obtained the written approval and consent of Lender
- i. modify or agree to any Termination of the Appurtenant Agreements or waive or relinquish any of Borrower's rights thereunder or any benefits thereunder which affect the Premises;
- ii. exercise any right of approval or consent conferred upon Borrower under the Appurtenant Agreements; it being understood and agreed, however, that after the occurrence of any default hereunder, Lender may exercise all such powers of consent or approval on Borrower's behalf, full power and authority so to do being herein conferred upon Lender by Borrower;

D. In the event Borrower shall receive notice from any other parties thereto of any claimed default thereunder by Borrower or Borrower's beneficiaries, or acquire any knowledge of the assertion or intended assertion of any claim against Borrower arising thereunder, Borrower will promptly advise Lender thereof;

E. In the event Borrower shall receive notice or acquire any knowledge of any action or proceedings taken or initiated, with respect to the Appurtenant Agreements or any laws or ordinances which could affect the Premises, Borrower will promptly advise Lender thereof;

F. Appropriate licenses, approvals and permits for the use or operation of the mortgaged Premises or the Appurtenant Agreements shall at all times be obtained and kept in full force and effect, including those of the U.S. and Illinois Environmental Protection Agency any other governmental regulatory body having jurisdiction.

30. Operation of Premises. Borrower agrees that (a) the Premises will be operated as a commercial property in accordance with the highest standards of operation; (b) the Premises will at all times be properly equipped for such purpose; (c) Borrower will procure, maintain and comply with all governmental permits and licenses required for such operation; and (d) Borrower will comply with all governmental laws, ordinances, rules and regulations relating to such operation.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

91295270

D. For the purpose of this Mortgage, Hazardous Material shall mean and shall include any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superfund" law, ordinance, code, rule, regulation, order, decree or other requirement of any governmental authority relating to, or imposing

C. Borrower shall indemnify, defend with counsel reasonably acceptable to the Lender, and hold the Lender free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys' fees and costs) and awarded (disbursements) which may at any time be imposed upon, incurred by or accrued or awarded against the Lender in connection with or arising from or out of the breach of any warranty, covenant or agreement or the inaccuracy of any representation contained or referred to in this paragraph, and any violation by Borrower of any of the foregoing laws, regulations, orders or ordinances described in this paragraph. The foregoing indemnification shall survive repayment of the loan.

B. Borrower further agrees not to generate, handle, use, store, treat, discharge, release or dispose of any Hazardous Material, or the Premises without the express written approval of the Lender and compliance with all applicable statutes, ordinances and regulations. The Lender shall have the right at any time to conduct an environmental audit of the Premises at Borrower's sole cost and Borrower shall cooperate in the conduct of such environmental audit. After the occurrence of a default hereunder, Borrower shall give Lender, its agents and employees access to the Premises to remove any Hazardous Material, provided nothing herein shall obligate the Lender to take any action to remove any Hazardous Waste or to correct any violation of law on the subject Premises.

A. Borrower shall send to the Lender no later than two (2) days after receipt by Borrower, any report, citation, notice or other writing by or from any governmental or quasi-governmental authority empowered to regulate or oversee any of the foregoing activities. If required pursuant to any of such laws, rules, regulations, orders or ordinances, Borrower shall rectify, dispose of or remove from the Premises any Hazardous Materials in a manner consistent with and in compliance with the same and shall pay immediately when due any costs incurred or sustained herefor. Borrower shall keep the Premises free of any lien imposed pursuant to said laws, rules, regulations, orders, or ordinances. In the event Borrower fails to comply with any of the foregoing within fifteen (15) days after demand by the Lender to Borrower, the Lender may either (i) declare a default under this agreement or (ii) cause the removal of the Hazardous Material from the Premises, or both. The costs of the removal shall constitute additional indebtedness hereunder secured by this Mortgage and which costs shall be due and payable without notice or demand with interest thereon at the Penalty Rate from date of disbursement.

31. Hazardous Waste and Related Matters. Borrower is currently in compliance with, and will manage and operate and cause its agents and representatives to manage and operate the Premises and will cause each future tenant to occupy its devised portion of the Premises in compliance with, all federal, state and local laws, rules, regulations, orders and ordinances regulating health, safety and environmental matters, including, without limitation, air pollution, soil and water pollution, and the use, generation, storage, handling or disposal of Hazardous Material (hereinafter defined) including, without limitation, raw materials, products, supplies, asbestos or polychlorinated biphenyl compounds (PCBs).

UNOFFICIAL COPY

Property of Cook County Clerk's Office

042556270

37. Upon payment in full of all sums due Lender under this Mortgage and the Note secured hereby upon written request of Borrower, the Lender shall cause a release of this Mortgage and any related security filings to be prepared and issued to Borrower upon the payment to Lender of its

36. Any part of the security herein described may be released by the Lender without affecting the lien hereof on the remainder. The liability of the Borrower and any Guarantor on said Note shall continue in full force and effect until all sums due Lender hereunder are paid in full and any contingent or other unliquidated liabilities are liquidated and paid. Lender may, by written and signed agreement with the then record owner of said Premises, or with the heirs, executors, administrators, devisees, successors or assigns of such record owner, or with any one or more persons liable, whether primarily or secondarily, for the payment of any indebtedness secured hereby, without notice to any other of said persons, extend the time of payment of said indebtedness, or any part hereof, without thereby modifying or affecting the lien of this mortgage or releasing any such person from any liability for such indebtedness, and the mortgage shall be security for all additional interest under such extension agreement; and the granting of any extension or extensions of time payment of the Note or interest thereon either to the maker or to any other person, or the releasing of a portion of the security hereof, or taking other or additional security for payment of said indebtedness, or waiver of or failure to exercise any right to mature or to enforce the whole debt under any covenant or stipulation herein contained, or extending the time of payment of any other indebtedness or liability secured hereby, shall not in any wise affect this Mortgage or the rights of the Lender hereunder, or operate as a release from any liability upon said Note or said indebtedness under any covenant or stipulation herein contained.

35. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party imposing the same in an action at law upon the Note.

34. That this Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the mortgage is sought.

33. BORROWER HEREBY WAIVES ANY AND ALL RIGHTS OF REINSTATEMENT OR REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

32. That wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided hereinafter, the word "Borrower" shall mean and include the undersigned and/or any subsequent owner or owners of the Premises; the word "Lender" shall mean "Lender or any subsequent holder or holders of this Mortgage"; that the word "person" shall mean "a firm, individual, corporation, partnership or unincorporated association"; and the word "Premises" shall include the real estate heretofore described, together with all improvements thereon, fixtures and equipment therein, condemnation awards and any other rights or property interests at any time made subject to the lien of this Mortgage by the terms hereof, and pronouns of any gender shall include the other gender, and either the singular or plural shall include the other.

31. That wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided hereinafter, the word "Borrower" shall mean and include the undersigned and/or any subsequent owner or owners of the Premises; the word "Lender" shall mean "Lender or any subsequent holder or holders of this Mortgage"; that the word "person" shall mean "a firm, individual, corporation, partnership or unincorporated association"; and the word "Premises" shall include the real estate heretofore described, together with all improvements thereon, fixtures and equipment therein, condemnation awards and any other rights or property interests at any time made subject to the lien of this Mortgage by the terms hereof, and pronouns of any gender shall include the other gender, and either the singular or plural shall include the other.

30. That wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided hereinafter, the word "Borrower" shall mean and include the undersigned and/or any subsequent owner or owners of the Premises; the word "Lender" shall mean "Lender or any subsequent holder or holders of this Mortgage"; that the word "person" shall mean "a firm, individual, corporation, partnership or unincorporated association"; and the word "Premises" shall include the real estate heretofore described, together with all improvements thereon, fixtures and equipment therein, condemnation awards and any other rights or property interests at any time made subject to the lien of this Mortgage by the terms hereof, and pronouns of any gender shall include the other gender, and either the singular or plural shall include the other.

UNOFFICIAL COPY

0 / 2 / 6 2 1 8

Page 15 of 17

BEDWMTG RCY 06/04/1991

Not 3/31

(708) 422-3766

Evergreen Park, Illinois 60642

2400 West 95th Street, 5th Floor

JAMES B. CARROLL & ASSOCIATES

PREPARED BY AND MAIL TO:

Trust Officer

JAMES J. MARTIN, JR.

BY:

[Signature]

ATTEST:

LINDA M. KRZEMSKI-ASSY Trust Officer

By:

[Signature]

3/4/91 a/k/a Trust 12905 and not personally.

STANDARD BANK & TRUST COMPANY a/v/v/a dated

IN WITNESS WHEREOF, the Borrower, not personally, but as Trustee aforesaid, has caused this Mortgage to be signed by its Assistant Trust Officer, and its corporate seal to be hereunder affixed and attested by its Trust Officer, this 10th day of June, 1991.

39. This Mortgage is executed by the Borrower not personally, but as Trustee aforesaid, in the exercise of the power and authority conferred and vested in it as such Trustee and is payable only out of the property specifically described in this Mortgage or other assets securing the payment hereof by enforcement of the provisions contained in this Mortgage or in related Security Agreements. No personal liability shall be asserted or be enforceable against the Borrower, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by any guarantor, co-signor, surety or endorser of the Note secured hereby, if any, and each original and successive holder of this Mortgage accepts the same upon the express conditions that no duty shall rest upon the Borrower to sequester the real issues and profits arising from the property described in this Mortgage, or the proceeds arising from the sale or other disposition thereof, unless the Borrower has executed an Assignment of Rents in favor of Lender. In case of default in the payment of the Note or of any installment thereof, the remedy of the holder hereof against the Borrower shall be by foreclosure of the this Mortgage given to secure the Note, in accordance with the terms and provisions in this Mortgage, the enforcement of any Assignment of Rents made by the Borrower or by action to enforce the personal liability of the guarantor, co-signor, surety or endorser, if any, of the payments due under the Note, concurrently or consecutively.

38. That in the event any provisions of this Mortgage is ruled invalid or unenforceable in whole or in part, by a court of competent jurisdiction, such invalid or unenforceable provision shall be deleted or modified to the extent required to make such provision valid and enforceable as if such invalid or unenforceable provisions had never been included herein or were included herein only to the extent that said provisions are valid and enforceable. This Mortgage shall remain fully effective according to its terms after such deletions or modifications.

then reasonable charges and costs for preparation and issuance. In the event that this Mortgage is released and contingent or other unliquidated liabilities hereunder of Borrower to Lender shall become liquidated, then this Mortgage and the Note secured hereby along with related security agreements shall be deemed reinstated.

022556216

UNOFFICIAL COPY

Faint, illegible text at the top of the page, possibly a header or title area.

Faint, illegible text in the middle section of the page.

Faint, illegible text in the lower middle section of the page.

Faint, illegible text in the lower section of the page.

Faint, illegible text at the bottom of the page.

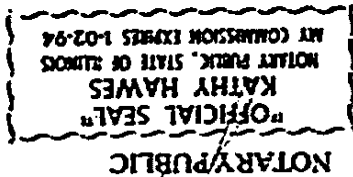
Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 7 2 5 6 1 6

91295270

Property of Cook County Clerk's Office



Handwritten signature of Kathy Hawes

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

The undersigned, a notary public in and for said County and State, DO HEREBY CERTIFY that LINDA M. KHAJEFSKI is personally known to me to be the Assistant Trust Officer of STANDARD BANK AND TRUST COMPANY, an Illinois corporation and JAMES J. MARTIN, JR. is personally known to me to be the Trust Officer of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Assistant Trust Officer and Trust Officer, they signed and delivered the said instrument as Assistant Trust Officer and Trust Officer of said corporation AS TRUSTEE, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation AS TRUSTEE, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
JSS)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0 1 2 7 - 2 7 0

Page 17 of 17

BEDWMTG Rev. 06/01/1991

91295270

Property of Cook County Clerk's Office

COMMONLY KNOWN AS: 384 EAST 159TH STREET, HARVEY, ILLINOIS 60429

29-21-101-010

29-21-101-009

29-21-101-008

PTN:

LOTS 3, 4, 5, AND 6 (EXCEPT THE NORTH 10 FEET THEREOF OF SAID LOTS) IN BLOCK 7 IN PERCY WILSON'S FIRST ADDITION TO HARVEY HIGHLANDS, A SUBDIVISION OF (EXCEPT SOUTH 10 ACRES) AND (EXCEPT SOUTH 20 FEET OF THE NORTH 100 FEET OF SOUTH 10 ACRES OF THE NORTH 30 ACRES) OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EXHIBIT 'A'

UNOFFICIAL COPY

COOK COUNTY CLERK'S OFFICE

10/27/2011

0500000000

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
10/27/2011

COOK COUNTY CLERK'S OFFICE
10/27/2011

COOK COUNTY CLERK'S OFFICE
10/27/2011

COOK COUNTY CLERK'S OFFICE