

MORTGAGE

THIS MORTGAGE is made this 10th day of June, 1991, by American National Bank and Trust Company of Chicago... Trust Agreement dated April 4, 1988... Number 105045-04... whose address is 33 N. LaSalle, Chicago, Illinois... to as "Borrower") to and for the benefit and security of William Levy... is c/o Harper Realty, 900 W. Jackson, Suite 8E, Chicago, Illinois... (herein referred to as "Lender").

WITNESSETH

Borrower is justly indebted to Lender in the principal sum of THIRTY THOUSAND

AND NO/100 (\$ 30,000.00) DOLLARS, as evidenced by that Promissory Note of Borrower (herein referred to as the "Note") dated of even date herewith, made payable to Lender, providing for mandatory payments of principal and interest until the Note is fully paid, with a final payment of the balance of all principal and interest due thereunder, if not sooner paid due and payable on the 10th day of June, 1992, subject to extension upon conditions set forth in the Note.

To secure the payment of the principal sum of money evidenced by the Note, with interest thereon as provided therein, and the payment of all other sums due and owing to protect the security of this Mortgage, with interest thereon, and the performance by Borrower of all of the covenants and conditions contained herein and in the Note and all other sums due and owing by Borrower to Lender and in further consideration of one dollar (\$1.00) in hand paid the receipt of which is acknowledged, the Borrower does hereby by these presents, GRANT, MORTGAGE AND CONVEY to Lender, its successors and assigns the following described real estate and all of its estate, right, title and interest therein, situated, lying and being in the City of Chicago, County of Cook, State of Illinois, legally described on Exhibit "A" attached hereto and by this reference incorporated herein, together with all improvements, tenements, easements, hereditaments and appurtenances thereunto belonging and all rents, issues and profits thereof for so long and during all such times as the Borrower may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all the structures, buildings, additions and improvements, and replacements thereof, erected upon said realty, including any on-site energy systems providing power, electricity, heating, air conditioning, refrigeration, lighting, ventilation, water, and all plants, equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings or of any structures or buildings heretofore or hereafter standing on the realty or on any part thereof or now or hereafter used in connection with the use and enjoyment of said realty, whether or not physically attached thereto, and together with all of Borrower's rights further to encumber said property for the purpose of securing this Mortgage. All of the above-mentioned and described real estate, property and rights are hereinafter referred to as "Premises".

TO HAVE AND TO HOLD the Premises unto the said Lender, its successors and assigns forever, for the purposes and uses therein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- 1. Taxes. Borrower shall pay before any payment, attaches all general taxes, special taxes, special assessments, water charges, sewer service charges and other charges against the Premises which are due, and shall, upon written request, furnish to Lender duplicate receipts therefor. To prevent default hereunder Borrower shall pay in full under protest, in the manner provided by statute, any tax or assessment which Borrower may desire to contest. In the event, as owner of the Premises, Borrower shall be entitled to the benefits of membership in any condominium, homeowners' or property owner's association, or similar organization, affording common area, recreational or other facilities for the use of Borrower and other property owners or occupants in the vicinity of the Premises, or to the use, in common with others, of any such facilities located beyond the Premises by any arrangement whereby the cost of such facilities is to be shared by the users thereof, Borrower agrees to become a member of such association (incorporated or unincorporated) and to perform all obligations of membership, including the payment of any and all dues, assessments, service fees or other obligations incurred to maintain such membership. The terms "assessments," as used in Paragraph 4 hereof, shall be deemed to include also all payments so required.
2. Insurance. Borrower shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Lender, including without limitation on the generality of the foregoing, war damage insurance whenever in the opinion of Lender such protection is necessary. Borrower shall also provide liability insurance with such limits for personal injury and death and property damage as Lender may require. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Lender, with mortgage clauses attached to all policies in favor of and in form satisfactory to Lender, including a provision requiring the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to Lender. Borrower shall deliver all policies, including additional and renewal policies, to Lender, and, in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to their respective dates of expiration.
3. Flood Insurance. If the Mortgaged Premises are now or hereafter located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (the Act), Borrower will keep the Mortgaged Premises covered for the term of the Note by flood insurance up to the maximum limit of coverage available under the Act.
4. Deposits. Borrower covenants and agrees to deposit at such place as Lender may from time to time in writing appoint, and in the absence of such appointment, then at the office of Lender in Chicago, Illinois, on each principal and interest installment payment date, until the indebtedness secured by this Mortgage is fully paid, a sum equal to one-twelfth of the last total annual taxes and assessments for the last ascertainable year (general and special) on said 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 Borrower's reasonable estimate as to the amount of taxes and assessments to be levied and assessed), as well as one-twelfth of the annual premiums for the insurance policies required by Paragraphs 2 and 3 hereof. Borrower, concurrently with the delivery of the Note to 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 said Premises, on an accrual basis, for the period from January 1, succeeding the year for which all taxes and assessments have been paid, to and including the date of the first deposit in this Paragraph hereinabove mentioned. Such deposits need not be kept separate and apart by Lender and are to be held without any 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 and special) for any year when the same shall become due and payable, the Borrower shall within ten (10) days after receipt of demand therefor, deposit such additional funds as may be necessary to pay such taxes and assessments (general and special) in full. If the funds so deposited exceed the amount required to pay such taxes and assessments (general and special) for any year, the excess shall, at the option of Lender, be applied on a subsequent tax payment. Lender as additional security for the indebtedness secured hereby is hereby granted a security interest pursuant to the Uniform Commercial Code in effect in the State of Illinois in all such deposits. Notwithstanding that Borrower has made the deposits above required, Borrower (and not Lender) shall have the duty to make or cause to be made all payments of taxes, assessments and insurance premiums on or before the due date thereof.
5. Duties When Paying Premises Obligations. Lender in making any payment hereby authorized: (a) relating to taxes and assessments or insurance premiums, may do so according to any bill, statement or estimate without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.
6. Insurance Settlements and Proceeds. In case of loss, Lender (or after entry of decree of foreclosure, the purchaser at the sale or the decree creditor, as the case may be) is hereby authorized either (a) to settle and adjust any claim under such insurance policies without consent of Borrower, or (b) to allow Borrower to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Lender is authorized to collect and receipt for any such insurance money. At the sole discretion and election of Lender, the insurance proceeds may be applied (i) to restoration or repair of the Premises damaged, or (ii) to the sums secured by this Mortgage (whether or not then due), with the excess, if any, paid to Borrower.

Handwritten number 17

Handwritten number 410267

103257301

Property of Cook County Clerk's Office

RETURN TO RECORDER, BOX 340

Kevin P. Breslin
Katz Randall & Walters
200 North LaSalle Street
Suite 2300
Chicago, Illinois 60601

DOCUMENT PREPARED BY:

Form 1308 R.4/90

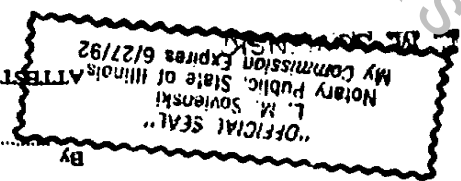
day of June 1991 A.D.

JUN 12 1991

GIVEN under my hand and notarial seal, this day of June 1991 A.D. for the uses and purposes therein set forth. said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the Assistant Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, COMPANY of Chicago, and

L. M. SOVIENSKI
E. JOJANSKI
L. MOGAIEL WHOLESALE

DO HEREBY CERTIFY, that I, a Notary Public, in and for said County, in the State aforesaid, Vice-President of the AMERICAN NATIONAL BANK AND TRUST



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

STATE OF ILLINOIS
COUNTY OF COOK
Office

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

enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any. said American National Bank and Trust Company of Chicago personally are concerned, the legal holder or holders of said note and the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and perform any covenant, warranty or indemnity either express or implied herein contained, all such liability, if any, being expressly waived by Trust Company of Chicago personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said American National Bank and of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that this Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid

UNOFFICIAL COPY

7 2 9 7 3 0 1
Exhibit "A"

Lot 29 in Gray and Adam's Subdivision of Lots 1 to 9 and
25 to 31 of Block 4 of Stave's Subdivision of that part of the Northwest
1/4 of Section 36, township 40 North, Range 13 East of the Third Principal
Meridian, lying Southwest of Milwaukee Plank Road, in Cook County, Illinois

Address: 2558-30 West Armitage
Chicago, Illinois

P.I.N.: 13-36-229-049

Property of Cook County Clerk's Office

91297301