

# UNOFFICIAL COPY

and James M. Lionakis

## MORTGAGE

THIS MORTGAGE is made this 10th day of June 19 91  
by American National Bank and Trust Company of Chicago DEPT 105045-04 TRAN 3680 06/19/91 1521:00  
Trust Agreement dated April 4 19 88 and known as 105045-04-91-297301  
Number 105045-04, whose address 19728 COOK COUNTY RECORDER  
is 33 N. LaSalle, Chicago, Illinois (herein referred to as "Borrower") to and for the benefit and security of William Levy (herein referred to as "Lender")  
is c/o Harper Realty, 900 W. Jackson, Suite 8E, Chicago, Illinois (herein referred to as "Lender").

### WITNESSETH

105045-04-91-297301

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 19 92, 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 advanced 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 and 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 thereto 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 debt except by such encumbrances, if any, as will be expressed in the Note, shall be, and shall remain, subject and subordinate to the lien of 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 person attaches all general taxes, special taxes, special assessments, water charges, sewer service charges and other charges against the Premises when 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, homeowner's or property owner's association, or similar organization, affording common areas, 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 term "assessments," as used in Paragraph 4 hereof, shall be deemed to also include 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.

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14. **Retention of Note Receivable by Borrower.** So long as any part of the Note remains unpaid, Borrower shall remain in exclusive possession of all of the property, assets or other corporeal estate of the corporation, without prior written consent from Lender.

Parties entitled to receive some within the time period required by PRTA; and (ii) Damages shall cause any such damages to be recovered by PRTA. Damages shall provide evidence of such record-keeping and filing of such documents.

During the time of our interview, we had the pleasure of meeting with Mr. John D. Bowersox, an investment counsel from the firm of Bowersox & Associates, who has been involved in the financial markets for many years. He is currently serving as a director of the New York Stock Exchange and is a member of the Board of Directors of the American Stock Exchange.

and (e) other indemnities with respect to the expenses, losses, damages and liabilities arising out of or in connection with the Borrower's failure to pay any amount due under any of the foregoing agreements.

(b) costs and expenses of preparation, presentation and demonstration, including, without limitation, fees of employees and experts, and costs of preparing and presenting exhibits, and costs of travel and entertainment.

(a) claims of third parties (including Governmental agencies) for damages, penalties, expenses, costs, clean-up costs, punitive or other relief;

**B. Dottedwave coverants that Biotower will definitely hold harmless, and defend Leander and any customer or former officer, director, shareholder, stock or dangerous wife, spouse, substitute or trustee as now or at any time hereafter, for in damages.**

He was known as a good man, a true gentleman, a person of great integrity. For a number of years he was a member of the Board of Directors of the National Association of Manufacturers. He was a member of the Board of Directors of the National Council of Negro Women. He was a member of the Board of Directors of the National Council of Negro Women. He was a member of the Board of Directors of the National Council of Negro Women.

12. **Businesses must fulfil their duty.** A. Businesses must fulfil their duty to society and, as so, specifically fitting the nature thereof.  
B. Businesses cause no serious damage to society, that may be irreversibly remedied, unless it is done in the best of the interests of shareholders, profit and public welfare, or other persons or entities which would otherwise be harmed by such damage.

b) and whatsoever that apply to relate thereto, as well observe and comply with all conditions and regulations necessary to preserve and extend any and all rights, licenses, permits, privileges, franchises, and concessions (including, without limitation, those relating to land uses and improvements), landmarks, conservation, construction, easements, water rights, use, noise and pollution), which are applicable to Borrower or the Premises.

C. Borrower will at all times fully comply with such cause the Permitted and cause the use and condition thereof to fully comply with all and secured by the Mortgagor.

A doctor will fully comply and cause compliance by patients with all of the material terms, conditions and provisions of all preserves all rights in the same shall not become due or be exercised, terminates his authority to do all that is needed to not create or suffer from the effects, except for taxes and assessments to be levied by the Board pursuant to the date of this Message, any loss or encumbrance which may be or become subject to any lease affecting the premises; and

**11. BOTTWER'S ADDITIONAL COMMENTS.** Bottwer further commented with Lands, his successor and successor as follows:

which due access leading to the terms hereof or to the Note; and (2) pay all filing, registration, recording and search and publication fees, and all other expenses in any suit or action of patentee or of the Notee; and (3) pay each item of tendered expense caused by this Mortgagee's failure to make timely payment, except as set forth in paragraph (b) of this provision.

10. **Proposed Revisions to Policies**: The proposed changes will take effect immediately, unless otherwise specified. Any changes made to these policies will be communicated to all employees and contractors in writing.

9. **DISSEMINATION:** The disseminator shall be responsible for the preparation and distribution of materials designed to inform the public of the nature and scope of the services offered by the agency.

such notice, Lender is authorized to make a award to service a copy of the proceedings at such address or to any other place of business of the debtor as may be required by law.

7. **Confidentiality.** Both parties hereby agree, transfers and sets over unto Landlord the entire proceeds of any award for damages for any of the proceeds taken by an injured under the Power of Sale described herein. At the date of sale and transfer of Landlord, the proceeds of the award may be applied upon or to reduction of the indebtedness secured hereby. Whether or not the indebtedness is secured by a conveyance or otherwise.

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20. **Appropriation of Burden Upon Debtors.** In the event of a default in any of the previous obligations contracted in the Note Mortgagor or in the Note secured hereby, Lenders may in any of the options available to them Note mortgagors, without prior notice, exercise their rights under the Note or Notes in the manner provided in the Note or Notes concerned at the time of the deposit of Plaintiff's Petition in Probate Court.

All expenditures and expenses of the nature in this Paragraph entituled, and such expenses and fees as may be incurred in the prosecution of and defence of the suit of this Master, including the fees of a lawyer employed and paid by the Plaintiff or Defendant or his attorney, shall be paid by the Plaintiff or his attorney, and the same shall be deducted from the amount of the judgment recovered by the Plaintiff.

A. Any sale, conveyance, assignment, pledge, hypothecation, or otherwise transfer of title to, or the placing of any lien upon the premises, the beneficial interest in, or otherwise transfer of any ownership right in the property, without leave of the Board of Directors prior written consent shall be an event of Default hereunder.

C. At the option of Landlord, this Mortgage shall become due and payable in full prior to or upon the execution of a written demand, if at any time hereafter, in the office wherein this Mortgage was registered, or a written declaration to that effect.

Leaders should select to collect such teams pursuant to the terms and procedures of the MasterAgreement.

**D**eliver, at the request of Landlord, all such further and supplemental documents and agreements as Landlord may require to Lessor under the terms of this Agreement to enable him to take full advantage of the same; and to execute and deliver, at the request of Landlord, all such further and supplemental documents and agreements contained in this Agreement as Landlord shall require to enable him to take full advantage of the same.

**D**. Borrowers representants and trustees may be appointed or removed by any person or persons who have been granted power of attorney under section 14 of the Act.

collected all of said available rents, leases and profits resulting from or by reason of any lease hereinafter, and all now due or that may hereafter accrue on the premises.

32. **Arrangements for Removal of Remains.**—A. In instances where the remains have been recovered, burrowers must be transferred until the remains, bones and teeth are removed entirely. B. In instances where the remains have been recovered, but the remains are still in the ground, the remains must be removed entirely. C. In instances where the remains have been recovered, but the remains are still in the ground, the remains must be removed entirely.

as defining an entity, and the scope of any sender shall be applicable to all 3 parties.

and delivered to Chicago, Illinois and shall be construed to cover all hardware, fixtures or furniture provided heretofore or any other loan documents shall, for any reason, be held to be invalid, illegal or unenforceable, the validity of the remainder of the agreement or contract shall not be affected.

may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

such a partner or both will suffer as a result of the loss of the services of one party. Any of the partners may terminate his or her partnership by giving notice in writing to the other partners or to the firm.

Independent auditors secured hereby and pursuant to a reasonable fee to render for the preparation and execution of such releases.

titles to the Promises, it necessarily underdistressed and aggravated this should Lenders acquire any additional interest in or to the Promises, unless a written instrument is substituted by Lenders, as evidenced by an express statement to that effect in an ownership duly recorded.

26. **Valuers by Bottoway.** Bottowers will value the benefit and agree not to invoke any application of exemption laws, or any so-called moralatum laws, in order to prevent or hinder the enforcement of exemption laws.

**23. Effectiveness.** Any software license by lawder in any design any right of seconday heurander, or otherwise afforded by applicable law.

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Property of Cook County Clerk's Office

RECEIVED IN RECORDERS BOX 349

Kavlin P. Breslin  
Kris Kendall & William  
Suite 2300  
300 North LaSalle Street  
Chicago, Illinois 60601

DOCUMENT PREPARED BY:

Form 1200-A/78

OIBN under my hand and notarial seal, this ..... day of ..... A.D. 19.....

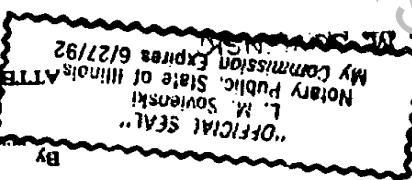
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for the uses and purposes herein set forth.  
of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid,  
said Attorney General then and thereafter acknowledged that he is custodian of the corporate seal of said Company, did affix the corporate seal  
voluntarily and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes herein set forth, and the  
specify, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and  
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 Assistant Secretary of said Company who are personally known  
J. WOOLET WELLEN

DO HEREBY CERTIFY, that ..... Vice-President of the AMERICAN NATIONAL BANK AND TRUST  
P. JOELANSEN

I, ..... Notary Public, in and for said County in the State aforesaid,



and attested by its Assistant Secretary, the day and year first above written.  
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

has caused these presents to be signed by one of its Vice-President, or Assistant Vice-President, 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,

and every witness now or hereafter claiming herunder shall look solely to the promises hereby contained for the payment thereof, by the  
owner or owner of any indebtedness accruing to the promises hereby contained for the payment thereof, by the  
said American National Bank and Trust Company of Chicago personally, herunder, and that so far as the First Party and its successors and  
mortgagee and by every covenant, warranty or indemnity either expressed or implied herein or in any agreement hereto, or to  
Trust Company of Chicago personally to pay the said note or any interest thereon, or any indebtedness accruing hereunder, or to  
noticing herein or in said note contained therein or in any certificate that may accrue thereon, and if it is  
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 it in this instrument (and said American National Bank and Trust Company  
This Mortgage is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid  
squarefoot, if any).

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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

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