

THIS INSTRUMENT WAS PREPARED BY:

Nancy S. Schwartz
One South Dearborn Street
Chicago, IL 60603

TRUSTEE MORTGAGE



Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone: (312) 977-5000

LOAN#: G10058529

\$ 17.00

THIS INSTRUMENT WAS PREPARED BY: MARQUETTE NATIONAL BANK

July 11

1991 by and between

Marquette National Bank, a national banking association duly authorized to accept and execute trusts in the State of Illinois, not personally, but as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said (corporation) (association) in pursuance of Trust Agreement dated July 1, 1991 and known as Trust No. 12587, herein referred to as "Mortgagor", and Citibank, Federal Savings Bank, a Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, or its successors and assigns, herein referred to as "Mortgagee". WITNESSETH:

THAT, WHEREAS Mortgagor has concurrently herewith executed and delivered a promissory note bearing even date herewith ("Note") in the principal sum of THREE HUNDRED THOUSAND AND NO/100

(\$ 300,000.00) and payable to the order of the Mortgagee in and by which the Mortgagor promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, (1) any additional advances and escrows, with interest thereon as provided in the Note, made by the Mortgagee to protect the security hereunder, at any time before the release and cancellation of this mortgage, and (2) the principal sum and interest thereon at the rate and at the times and amounts as provided in the Note, to be applied first to advances and escrows then to interest, and the balance to principal of said indebtedness is paid in full. All of said principal and interest are made payable at such place as the holders of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Citibank, Federal Savings Bank.

NOW, THEREFORE, the Mortgagor does and the payment of all sums payable under the Note and all sums payable in accordance with the terms, provisions and limitations of this mortgage, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, WARRANT, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto the Mortgagee, its successors and assigns, the following described real estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, County of Cook, State of Illinois, to-wit:

LOTS 21 AND 22 IN BLOCK 10 IN COBE AND MC KENNON'S 63RD STREET AND CALIFORNIA AVENUE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I.D. #19-13-418-018-0000

COOK COUNTY, ILLINOIS
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more commonly known as: 6159 S. Washtenaw, Chicago, Illinois 60629

which, with the property hereinafter described, is referred to herein as the "premises"

TOGETHER with all buildings, improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto, which are pledged primarily and on a parity with said real estate and not secondarily, and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, curtain fixtures, partitions, attached floor covering, now or hereafter thereon or thereon and all fixtures, apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing,

(a) if the improvements consist of a hotel, motel or furnished apartments, all other fixtures, apparatus, equipment, furniture, furnishings, and articles used or useful in connection with the hotel, motel or furnished apartment business now or hereafter conducted upon said premises, or

(b) if the improvements consist, in whole or in part, of unfurnished apartments, all other fixtures, apparatus, equipment and articles of the type and character customarily furnished by landlords to tenants or occupants of unfurnished apartment properties in the municipality in which the premises are located, or

(c) if the improvements consist of a residence, other than an apartment type, including full washing machines, clothes dryers, waste disposal units, attached fans, ducts, automatic dishwashers, and radio and television sets, or

(d) if the improvements consist of a commercial building, machine turning plant or other type of improvement useful for industrial or commercial purposes, all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the premises as distinguished from fixtures which relate to the use, occupancy and enjoyment of the premises.

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Marquette National Bank By: [Signature]

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It is further understood that the encumbrance of any specific items of property, such as fixtures, shall not be held to encumber any items of property not specifically mentioned. All of the land, estate and property heretofore described, real, personal and mixed, whether devised or devised or not, except where otherwise hereinafter specified, and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this mortgage be deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under any statute of limitation and under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagee does hereby release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, Etc. Mortgagee shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; to keep said premises in good condition and repair, without waste, and free from encumbrances or other liens or claims for lien not expressly subordinated to the lien hereof, to pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises (or comply with all requirements of law, municipal ordinances, or restrictions of record with respect to the premises and the use thereof, if made no material alterations in said premises except as required by law or municipal ordinance, to suffer or permit no change in the general nature of the occupancy of the premises, without Mortgagee's written consent, to initiate or acquiesce in no building restrictions, without Mortgagee's written consent, to pay each item of indebtedness secured by this Mortgage when due according to the terms hereof or of the Note, to suffer or permit any unit, with use of or any structure to exist upon the premises, which would diminish or impair the value of premises or the security interest to be effected by virtue of this Mortgage by any act or omission to do so, to appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which Mortgagee may participate in or appear by reason of this Mortgage, not suffer or permit, without Mortgagee's written consent, any alterations, additions, to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property, in a sale, assignment or transfer of any right, title or interest in and to any of the improvements, apparatus, fixtures or equipment which may be built thereon upon the premises, or any change in the nature or character of the operation of the premises which will increase the intensity of the use thereof, or to change or alter in any way the exterior and interior structure or arrangement, but not to the exclusion of other walls, rooms and halls.

2. Sale or Transfer of Premises or Interest Therein. Mortgagee agrees and understands that it shall constitute an event of default under this Mortgage and the Note, if the mortgagor, or any person claiming to be the Mortgagee, or any beneficial owner of the Mortgage, shall convey title to or beneficial interest in, or otherwise suffer or permit any equitable or beneficial interest in the premises to be conveyed to any person or persons, firm or corporation or other entity not approved in law or equity other than the Mortgagee or the present beneficiary or beneficiaries, or allow any lien or security interest to attach to the premises or the beneficial interest in the premises other than the lien of this Mortgage, including taxes and assessments not yet due and payable by any article of agreement for lease or other installment contract for deed, title or beneficial interest or land contract in the premises, or interest in, or of any partnership, or interest of a partnership, or any ownership, all or a portion of the beneficial interest in the Mortgage or any stock of a corporation, if any, owning all or a portion of the beneficial interest in the Mortgage, or interest transferred or hypothecated, in whole or in part.

3. Payment of Taxes. Mortgagee shall pay before any payment due hereunder and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

4. Insurance. Mortgagee shall keep all buildings and improvements now or hereafter situated on said premises insured until the indebtedness secured by this Mortgage is fully paid, or in case of foreclosure, until the expiration of any period of redemption and until loss of damage by fire and such other hazards as may reasonably be required by Mortgagee, including, without limitation on the generality of the foregoing, water damage insurance whenever in the opinion of Mortgagee such protection is necessary. Mortgagee shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may require and if required by Mortgagee, flood and rents which will insure coverage for loss of rental income for twelve (12) consecutive months insurance. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, but in no event less than the amount needed to pay in full the indebtedness secured hereby with mortgagee clauses attached to all policies in force of and in form satisfactory to Mortgagee, including a provision requiring that the coverage or interest therein shall not be terminated or materially modified without ten (10) days' prior written notice to the Mortgagee. Mortgagee shall deliver all policies, including additional and renewal policies, to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

5. Tax and Insurance Deposits. In order to more fully protect the security of this Mortgage, and to provide security to the Mortgagee for the payment of real estate taxes, assessments (general and special), water and sewer charges, and insurance premiums for all insurance applicable to the mortgaged premises, Mortgagee agrees to pay to Mortgagee, at such place as Mortgagee may from time to time in writing appoint and in the absence of such appointment, then at the office of the Mortgagee in Chicago, Illinois, on or prior to the due date of any monthly installment of principal and interest as provided for under the Note (in addition to paying the principal and interest provided for under the Note, an amount as determined by Mortgagee, in such manner as the Mortgagee may prescribe, to provide security for the payment of the real estate taxes, assessments (general and special), water and sewer charges, and insurance premiums for all insurance applicable to the premises. Mortgagee shall deposit at least 60 days prior to the due date of any such real estate tax, assessment (general and special), water or sewer charges, or insurance premium or interest or contribution payment, such additional amount as may be necessary to provide Mortgagee with sufficient funds in such deposit account to pay each such item at least 60 days in advance of the due date thereof.

If at any time the amount of the real estate taxes, assessments (general and special), water and sewer charges or insurance premiums are increased or Mortgagee receives information that the same will be increased, and if the mortgage deposits then being made by Mortgagee for this purpose of continuing would not make up a fund sufficient in the opinion of the Mortgagee to pay such item 60 days prior to the due date, such additional deposits shall thereupon be increased and Mortgagee shall deposit immediately with Mortgagee on demand such additional sums as are determined by the Mortgagee so that the mortgagee then on hand for the payment of said item plus the increased monthly payments and such additional sums demanded shall be sufficient so that Mortgagee shall have received from Mortgagee adequate amounts to pay such item at least 60 days before the same becomes due and payable. For the purpose of determining whether Mortgagee has on hand sufficient moneys to pay any particular item at least 60 days prior to the due date thereof, deposits for each item shall be treated separately, it being the intention that Mortgagee shall not be obligated to use moneys deposited for the payment of an item, not yet due and payable for the payment of an item that is due and payable.

Notwithstanding the foregoing, it is understood and agreed that deposits provided for hereunder may be held by Mortgagee in a single or an interest bearing account, and that Mortgagee at its option may, if Mortgagee fails to make any deposit required hereunder, use deposits for one item for the payment of another item then due and payable. All such deposits shall be held in escrow by Mortgagee and shall be applied by Mortgagee to the payment of the said real estate taxes, assessments (general and special), water and sewer charges, and insurance premiums, when the same become due and payable. The said deposits shall bear no interest. Failure to pay any of the above-mentioned monthly deposits for 10 days after they are due or failure to pay any of the above-mentioned additional deposits for 5 days after demand by Mortgagee, shall be an event of default under the Note secured by this Mortgage and under this Mortgage, in which event all remedies under the Note secured by this Mortgage, and this Mortgagee may be immediately exercised by the Mortgagee, and, further, all moneys on hand in the deposit fund may, at the option of Mortgagee, be applied in reduction of the indebtedness under the Note secured by this Mortgage.

If the funds so deposited exceed the amount required to pay such taxes, assessments (general and special), water and sewer charges, and insurance premiums for any year, the excess shall be applied on a subsequent deposit or deposits. The Mortgagee further agrees that Mortgagee shall not be required to make payments for which insufficient funds are deposited with the Mortgagee. Mortgagee agrees that nothing herein contained shall be construed as requiring the Mortgagee to advance other moneys for such purpose, and the Mortgagee shall not incur any liability for anything it may do or omit to do.

Upon an assignment of this Mortgage, Mortgagee shall have the right to pay over the balance of such deposits in its possession to the assignee and Mortgagee shall thereupon be completely released from all liability with respect to such deposits and Mortgagee shall look solely to the assignee or transferee with respect thereto. This provision shall apply to every transfer of such deposits to a new assignee. Upon full payment of the indebtedness under the Note secured by this Mortgage and the Mortgagee or at any prior time at the election of the then holder of the Note and this Mortgagee, the balance of the deposits in its possession shall be paid over to the record owner of the premises at the time of payment and no other party shall have any right or claim thereto in any event.

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6. **Mortgagee's Interest In and Use of Deposits.** In the event the defendant in a foreclosure action instituted in this mortgage in the State of California may at its option, without being required to do so, apply any moneys of the time to deposit pursuant to paragraph 5 hereof, as any one or more of the same may be applicable, on any of Mortgagee's obligations herein or in the Note contained in such order and manner as the Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagee or to the true owner or owners of the mortgaged premises. No such deposits are to be held as additional security for the indebtedness hereunder and shall be held in trust to be irrevocably applied by the Mortgagee for the purposes for which funds hereunder are held and shall not be subject to the direction or control of the Mortgagor, provided however, that the Mortgagee shall not be liable for any failure to apply to the payment of taxes, assessments, water and sewer charges, and insurance premiums any amount so deposited unless Mortgagee, when in default hereunder, shall have requested Mortgagee in writing, not less than thirty (30) days prior to the date thereof to make application of such funds to the payment of the particular taxes, assessments or insurance premiums for payment of which they were deposited, accompanied by the bills for such taxes, assessments and insurance premiums.

7. **Mortgagee's Right to Act.** If Mortgagee fails to pay any claim, lien or encumbrance which shall have a prior lien to the lien of this mortgage or to pay, when due, any tax or assessment, or any insurance premium, or to keep the premises in repair, as aforesaid, or shall commit or permit waste or if there be committed any action or proceeding affecting the premises or the title thereto, then Mortgagee, at its option, may pay such claim, lien, encumbrance, tax, assessment or premium, with right of subrogation, the same as if it were its own, and may execute such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may apply or cause to be applied for a return of proceeds and retain same thereon, and cause satisfaction thereon as Mortgagee deems advisable for any of such purposes. Mortgagee may advance such sums of money as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof. Mortgagee will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this paragraph, together with interest on each such advance at the rate set forth in the Note, and all such sums and interest thereon shall be secured hereby.

8. **Adjustment of Losses with Insurer and Application of Proceeds of Insurance.** In case of loss, the Mortgagee, after entry of a decree of foreclosure, purchase of the sale, or the decree, *whichever may first be duly authorized* either to settle, collect, compromise and adjust, in its discretion any claim under such insurance policies without consent of Mortgagee, or to allow Mortgagee to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance moneys. Mortgagee agrees to sign, upon demand by Mortgagee, all receipts, vouchers and releases required of him by the companies. If a Mortgagee is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgagee, the such damage or destruction does not result in the cancellation or termination of such lease, or if the insurers do not deny liability as to the insureds, and if such proceeds are sufficient to restore or replace the damaged or destroyed buildings or improvements in the judgment of Mortgagee, such proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall be used to reimburse Mortgagee for the cost of rebuilding or restoration of buildings and improvements on said premises. In all other cases, such insurance proceeds may, at the option of Mortgagee, either be applied in reduction of the indebtedness secured hereby, whether due or not, or be held by the Mortgagee and used to reimburse Mortgagee for the cost of the rebuilding or restoration of buildings or improvements on said premises. The buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagee is entitled to reimbursement out of insurance proceeds, such proceeds shall be made available from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such other documents, vouchers of lien, affidavits, sworn statements, and other evidence of cost and of payments as the Mortgagee may reasonably require and approve, and if the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured hereby, with all points and specifications for such rebuilding or restoration as the Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed twenty percent (20%) of the value of the work performed from time to time, and at all times the undischarged balance of any proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work, and a clear of lien.

In the case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied to the cost of rebuilding or restoring the buildings or improvements, shall be used to pay the amount due on a condition with any lien or liens which may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the property of the insured if he shall then be entitled to the same as the court may direct. In case of the foreclosure of this mortgage, the court in its discretion may provide that the mortgagee's clause attached to each of said insurance policies may be cancelled and that the discharge clause may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said creditor, and any such foreclosure decree may further provide that in case of a new mortgage resulting under said decree, pursuant to the statute in such case made and provided, then and in every such case, such successive recording may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagee or his assignees, and all insurance proceeds to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the intent of any such purchase to be protected by any of the said insurance policies.

9. **Stamp, Transfer or Revenue Tax.** If, by the laws of the United States of America or of any state having jurisdiction over the Mortgagee or the premises, any tax is due or becomes due in respect of the issuance of the Note or this Mortgage, or the registration to record the Mortgage, covenants and agrees to pay such tax in the manner required by any such law. The Mortgagee further covenants to be harmless and agrees to indemnify the Mortgagor, its successor or assigns, against any liability incurred by reason of the imposition of any such tax.

10. **Prepayment Privilege.** At such time as the Mortgagee is not in default hereunder under the terms of the Note, or under the terms of this Mortgage, the Mortgagee shall have such privilege of making prepayments on the principal or the balance in addition to the regular payments as may be provided in the Note, and in accordance with the terms and conditions, if any, set forth in the Note.

11. **Effect of Extensions of Time.** If the payment of said indebtedness or any part thereof be extended or delayed or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

12. **Effect of Changes in Laws Regarding Taxation.** In the event of the enactment after this date of any law of the state of California which increases or lessens the liability of the holder of the mortgage or the mortgagor's interest in the property, or the manner of collection of taxes, or in the terms of this Mortgage or the debt secured hereby, or the holder thereof, then, and in any such event, the Mortgagee, upon demand by the Mortgagee, shall pay such taxes, assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee, it might be unlawful to require Mortgagee to make such payment or if the making of such payment might result in the imposition of interest in excess of the maximum interest permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagee, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the date of giving of such notice.

13. **Mortgagee's Performance of Defaulted Acts.** In case of default thereon, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagee in any form and manner deemed expedient by Mortgagee, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or collect any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at the rate of interest then applicable to the indebtedness secured by this Mortgage. The action of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagee.

14. **Mortgagee's Reliance on Tax and Insurance Bills, Etc.** Mortgagee in making any payment is hereby authorized, and to pay any taxes, assessments and insurance premiums, according to any bill, statement or estimate prepared from the appropriate public officer or similar without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, insurance premiums, sale, forfeiture, tax lien or title or claim thereof, or to purchase, discharge, compromise or settle any other prior lien, without inquiry as to the validity or amount of any claim for lien which may be asserted.

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15. Acceleration of Indebtedness in Case of Default. In default hereof for failure to pay on the maturity date the payment of the Note, or any installment due in accordance with the terms thereof, either of principal or interest on the Mortgage, or of the payment of any voluntary bankruptcy under the United States Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or an insolvency proceeding, insolvency or inability to pay its debts, or failure to obtain a vacation or stay of insolvency proceedings within the 120 days as hereinafter provided, or if the Mortgage shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Mortgagee or for all of its property or the major part thereof in any insolvency proceeding, or any court shall have taken jurisdiction of the property of the Mortgagee or the major part thereof in any insolvency proceeding for the reorganization or liquidation, liquidation or winding up of the Mortgagee, and such trustee or receiver shall not be deemed to be a creditor of such person or entity, and if such person or entity is refused or delayed or stayed on appeal or otherwise stayed within ten (10) days of the Mortgagee shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, shall consent to the appointment of a trustee or trustee or liquidator of all of its property or the major part thereof, or in default shall terminate the performance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be performed or observed by the Mortgagee, and the same shall continue for three (3) days, then and in every such case the whole debt secured hereby shall immediately become due and payable to the Mortgagee, and the same shall become immediately due and payable, together with accrued interest thereon, without notice to Mortgagee.

16. Foreclosing Expense of Litigation. When the indebtedness hereby secured or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the debt for sale of such premises, and expenses which may be incurred by or on behalf of Mortgagee or its attorneys' fees, appraiser's fees, costs for documents and expert evidence, stenographic charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree of foreclosing all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and accessories with respect to title as Mortgagee may deem necessary and necessary either to prosecute such suit or to evidence to holders of any same which may be held pursuant to such decree the true and correct title of the value of the premises. All expenditures and expenses of the nature of this paragraph mentioned, and such expenses, and less as may be received in the proceeds of said premises and the maintenance of the lien of this mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the sale of said premises, including judicial and nonjudicial proceedings, or in preparation for the commencement of defense of any proceeding in this case, suit or proceedings, whether or not a final contract is, shall be immediately due and payable by Mortgagee, with interest thereon at the rate applicable to the indebtedness secured by this Mortgage and the same shall be secured by this Mortgage.

17. Application of Proceed of Foreclosure Sale. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, to the payment of all costs and expenses incurred in the foreclosure proceedings, including all such items as are itemized in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as hereinafter provided; third, all principal and interest remaining unpaid on the Note; fourth any surplus to Mortgagee, its successors or assigns, as their rights hereunto appear.

18. Appointment of Receiver. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of Mortgagee at the time of application for such receiver and without regard to the then value of the premises or whether the same shall then be occupied as a homestead or not and the Mortgagee hereunder or any holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part, of the indebtedness secured hereby, or by any decree hereinafter made prior to foreclosure sale of the deficiency in case of a sale and deficiency.

19. Assignment of Rents and Leases. To further secure the indebtedness secured hereby, Mortgagee does hereby sell, assign and transfer unto the Mortgagee all the rents, issues and profits now due and which may hereafter be due under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of the premises of any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all of such leases and agreements, and all of the events thereunder, unto the Mortgagee, and Mortgagee does hereby appoint irrevocably the Mortgagee its true and lawful attorney in its name and stead with full power without taking possession of the premises as provided in paragraph 18 hereof to lease, assign or let all or any portion of said premises to any party or parties, at such rental and upon such terms as said Mortgagee shall in its discretion determine, and to collect all of said rents, issues and profits arising from or accruing at any time hereafter and all to the extent that may hereafter become due under each and every of the leases and agreements, written or verbal, or by tenancy existing or which may hereafter exist on said premises, with the same rights and powers and subject to the same limitations, exonerations of liability and rights of recourse and indemnity as the Mortgagee would have upon taking possession pursuant to the provisions of paragraph 20 hereof.

The Mortgagee hereby agrees and agrees that no rent will be paid by any person in possession of any portion of the above described premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the said premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Mortgagee. The Mortgagee waives any rights of set-off against any person in possession of any portion of the above described premises. If any lease provides for the abatement of rent during repair of the premises damaged thereunder by reason of fire or other casualty, the Mortgagee shall furnish to the Mortgagee rents in lieu of the profits to be in amount and form and written by such insurance companies as shall be satisfactory to the Mortgagee. Mortgagee agrees that if all or any portion of the rents or profits of said premises, except to a purchaser or grantee of the premises.

Nothing herein contained shall be construed as constituting the Mortgagee in possession, in the absence of the actual possession of the premises by the Mortgagee pursuant to paragraph 20 hereof. In the event of the power herein granted the Mortgagee, the liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagee.

The Mortgagee further agrees to assign and transfer to the Mortgagee all future leases upon all or any part of the premises hereinafter described and to execute and deliver, at the request of the Mortgagee, all such further assignments and assignments in the premises as the Mortgagee shall from time to time require.

Although it is the intention of the parties that the assignment contained in this paragraph 19 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until a default shall exist hereunder.

20. Mortgagee's Right of Possession in Case of Default. In any case in which under the provisions of this Mortgage the Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagee shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agents or attorneys, as for condition broken, and Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, papers and accounts of the Mortgagee or then owner of the premises relating thereto, and may exercise by Mortgagee, its agents or servants, wholly therefrom and may as attorney in fact or agent of the Mortgagee, or in its own name as Mortgagee, and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof, either personally or by its agents and with full power to use such measures, which are reasonable in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the rents, issues, and profits of the premises, including actions, for the recovery of rents, issues and profits, in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Mortgagee, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagee to cancel the same, to exist to discontinue any lease or sublease made subsequent to this Mortgagee's subordination to the lien hereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises as to it may seem proper, insure and reimburse the same and all risks incidental to Mortgagee's possession, operation and management thereof and to receive all of such rents, issues and profits.

The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, and the Mortgagee shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms,

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obligations contained in said leases. Should the Mortgagee incur any liability, loss or damage, in or through the use of such leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and the Mortgagor shall reimburse the Mortgagee therefor immediately upon demand.

21. Application of Income Received by Mortgagee. The Mortgagee in the exercise of the rights and powers hereinbefore conferred upon it by paragraph 19 and paragraph 20 hereof shall have full power to use and apply the rents, profits, issues and profits of the premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

(a) to the payment of the operating expenses of said property, including cost of management and repairs thereon which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other transportation and expenses of seeking and procuring tenants and entering into leases, established claims for damages, if any, and premiums on insurance hereinafter authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of said premises, mending the roof from time to time of installing or replacing refrigeration and gas or electric stoves thereon, and of the said said property in such condition as will, in the judgment of the Mortgagee, make it ready for rental;

(d) to the payment of any indebtedness secured hereby or any other liens which may result from any foreclosure sale.

22. Mortgagee's Right of Inspection. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

23. Late Charge. In the event the Mortgagee shall, from time to time, receive payment of any installment required in the Note and under this Mortgage which is in arrears, Mortgagee may collect a "late charge" as provided for in the Note to cover the extra expense involved in handling delinquent payments, provided, however, that nothing in this paragraph shall be construed to authorize the Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

24. Condemnation. Mortgagee hereby assigns, transfers and sets over to Mortgagee the entire proceeds of any award or claim for damages for any of the mortgaged property taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in satisfaction of the indebtedness secured hereby, whereupon the election so to require Mortgagee to restore or rebuild, in which event the proceeds shall be held by Mortgagee as a trust to reimburse Mortgagee for the cost of the rebuilding or restoring of buildings or improvements on said premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. If the Mortgagee is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease, license which it has or may hereafter have prior to the time of this Mortgage and if such taking does not result in cancellation or termination of such lease, the award shall be used to reimburse Mortgagee for the cost of the rebuilding or restoring of buildings or improvements on said premises, provided Mortgagee is not then in default under this Mortgage. In the event Mortgagee is required or authorized either by Mortgagee's election or otherwise, in violation of any such lease, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in paragraph 23 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagee shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus of the award remaining after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect out of the proceeds of the award, a premium on the amount prepaid at the same rate as though Mortgagee had been at the time of such application of proceeds or if Mortgagee then has no such election, at the first succeeding date on which Mortgagee could be required to prepay the indebtedness in accordance with the terms of the Note secured hereby.

25. Release upon Payment and Discharge of Mortgagor's Obligations. Mortgagee shall release this mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the preparation and execution of such release.

26. Giving of Notice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Mortgagor at the mortgaged premises, designated by street address to the Mortgagee, at its principal office in Chicago, Illinois to the attention of the office of the Vice President in charge of commercial multi-family real estate loans and specifying the loan number, or at such other place within the United States as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder. Any notice given by the Mortgagee shall be deemed given on the date the same is deposited in the United States mails.

27. Waiver of Defense. No action for the enforcement of the lien of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

28. Waiver of Statutory Rights. Mortgagee shall not and will not apply for or avail itself of any amendment, limitation, stay, extension or exemption laws, or any so-called "Moratorium Laws" now existing or hereafter enacted in order to prevent or hinder the enforcement or enforcement of this Mortgage, but hereby waives the benefit of such laws. Mortgagee for itself and all who may claim through it waives any and all right to have the property and estates comprising the mortgaged property marshaled upon any foreclosure of the mortgage and all fees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. **THE MORTGAGEE HEREBY WAIVES ANY AND ALL RIGHTS OF EXEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE PRIORITY TO RIGHTS HEREIN GRANTED ON BEHALF OF THE MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIARILY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PREMISES DIRECT OR INDIRECTLY SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.**

29. Mortgagee's Lien for Service Charges and Expenses. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures in addition to any loan proceeds disbursed from time to time, the payment of any and all loan commissions, service charges, regulated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan to be secured hereby, all in accordance with the application and loan commitment issued in connection with this transaction.

30. Furnishing of Financial Statements to Mortgagee. Upon request, Mortgagee shall furnish to Mortgagee, a semi-annual operating statement of income and expense of the mortgaged premises signed and certified by the Mortgagor's beneficiary or beneficiaries.

31. Cumulative Rights. Each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be exercised concurrently therewith.

32. Binding on Successors and Assigns. The lien of this Mortgage and all of the provisions and conditions contained herein shall extend to and be binding upon all successors and assigns of the Mortgagor. The word "Mortgagor" when used herein shall include the successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby.

33. Captions. The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

THIS MORTGAGE is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and said (Corporation) (Association) hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on the said Mortgagor or on said (Corporation) (Association) personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained or being understood and agreed that each of the provisions hereof, except the warranty hereinafter contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement, all such liabilities, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors and said (Corporation) (Association) personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the premises hereby conveyed and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided; (2) any other security given to secure said indebtedness; or (3) the personal liability of the guarantor, co-signor, surety or endorser, if any.

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MARQUETTE NATIONAL BANK

IN WITNESS WHEREOF, not personally but as Trustee as aforesaid, has caused these presents to be signed by its and its corporate seal to be hereunto affixed and attested by its this 11th day of July

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not personally, but as Trustee as aforesaid

ATTEST

IN WITNESS WHEREOF Marquette National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

MARQUETTE NATIONAL BANK

TR# 12587

Vice President

Assistant Secretary

STATE OF ILLINOIS COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of said Bank, 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 they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their free and voluntary act and to the best of my knowledge and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this

OFFICIAL SEAL JUL 12 1991 LUCILLE A. ZURLIS Notary Public, State of Illinois My Commission Expires 1/25/95

Lucille A. Zurlis

Notary Public

forth

GIVEN under my hand and Notarial Seal this

My Commission Expires

Notary Public

CITIZENBANK FORM 1000-1 (10/88)

Box 165

TRUSTEE MORTGAGE

To

Citibank, Federal Savings Bank A Federal Savings and Loan Association

Upon Property located at 6159 S. Washington Chicago, Illinois 60620

mail to:

Corporate Office One South Dearborn Street Chicago, Illinois 60603 Telephone (312) 977-9777

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Box 333

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