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82417135

Mortgage

THIS MORTGAGE is made on **JUNE 4**

19 92 between:

not personally but as Trustee under a Trust Agreement dated

19 92 and known as

Trust No. _____
who's address is _____
and _____
a _____42W660 BARR ROAD, HAMPSHIRE, IL. 60140
NBD BANK ELGIN, N.A.
NATIONALInternational later banking **ASSOCIATION**
2555 W. GOLF ROAD, HOFFMAN ESTATES, IL. 60194the "Mortgagor" _____
(Bank Name)association corporation whose address is _____
* To be deleted when this Mortgage is not executed by a Land Trust.

The Mortgagor MORTGAGES, CONVEYS AND WARRANTS to the Mortgaggee real property and all the buildings, structures and improvements on it described as:

Land located in the **CITY** of **CHICAGO**
County of **COOK** State of Illinois**LOT 16 IN MAURR AND UTPATEL'S SUBDIVISION OF LOT 1 OF THE SUBDIVISION
OF THE NORTH HALF OF BLOCK 6 IN SUPERN'S SUBDIVISION OF THE SOUTH
WEST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.**

(the "Premises")

Commonly Known as **2247 W. THOMAS, CHICAGO, IL. 60622**
Tax Parcel Identification No. **17-06-309-004**

92417135 \$27.00

- DEPT-01 RECORDING
- T#2222 TRAN 6497 06/11/92 11:53:00
- #4493 # B #-92-417135
- COOK COUNTY RECORDER

The Premises shall also include all of the Mortgagor's right, title and interest in and to the following:

- (1) All easements, rights of way, leases, privileges and hereditaments.
- (2) Land lying in the bed of any road or the like, opened, prepared or vacated, or any strip or gore adjoining the Premises.
- (3) All machinery, apparatus, equipment, utensils, fixtures, and articles of personal property of every kind and nature whatsoever located now or in the future, in or upon the Premises, and used or useable in connection with any present or future operation of the Premises, all of which is called "Equipment". It is agreed that all Equipment is part of the Premises and appropriated to the use of the real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage unless the Mortgaggee shall otherwise elect, be deemed conclusively to be real estate, and mortgaged and warrantied by the Mortgagor.
- (4) All mineral, oil, gas and water rights, royalties, severance and similar stock, if any.
- (5) All awards or payments including interest made in any year of the exercise of the right of eminent domain, the alteration of the grade of any street, any loss or damage to any building or other improvement on the Premises, any other injury to or decrease in the value of the Premises, any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises, and the reasonable attorney's and notarial fees, costs and disbursements incurred by the Mortgagor in connection with the collection of any such award or payment.
- (6) All of the rents, issues and profits of the Premises, under leases or future leases, or otherwise.

The Premises are unencumbered except as follows: **ENCUMBRANCE DISCLOSED IN MID AMERICA TITLE COMPANY
COMMITMENT NO. 370162 DATED MAY 27, 1992**

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(*) Permitted Encumbrances: If the Premises are encumbered by Permitted Encumbrances, the Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagor shall provide copies of all writings pertaining to Permitted Encumbrances, and the Mortgaggee is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

This Mortgagor secures the indebtedness or obligation evidenced by:

(a) The notes dated **JUNE 4, 1992** as the principal amount of **\$98,000.00**

for the period from the date of the note to the date of the maturity of the note, **JUNE 5, 1994**,
executed and delivered by
the Mortgagor, and at least at the per annum rate of **TWO** percent (**2** %) above the **MORTGAGEE'S PRIME RATE (THE PRIME RATE)** on the principal balance remaining from time to time unpaid. Interest after default or maturity of the note, whether by acceleration or otherwise, on the principal balance of the note remaining from time to time unpaid shall be at the per annum rate of **15** percent (**15** %) above the prime rate.

(b) **5 1/2% ABOVE THE PRIME RATE**

and

(c) the guaranty of the debt of the Mortgagor, executed and delivered by _____ and dated _____ to the Mortgaggee, and

(d)

including any extensions, renewals, modifications or replacements, without limit as to the number or frequency (the "Debt")

LIMITATION ON AMOUNT SECURED BY MORTGAGE: Notwithstanding anything to the contrary contained in this Mortgage, the amount secured by this Mortgage shall not exceed the principal amount of **\$98,000.00** at any one time outstanding.

FUTURE ADVANCES AND CROSS-LENS: The Debt shall also include all other present and future, direct and indirect obligations and liabilities of the Mortgagor, or any one or more of them, with or without others, to the Mortgaggee. This debt may apply to any obligation or debt incurred for personal, family or household purposes, unless the note or guarantee expressly states that it is secured by the Mortgage.

This Mortgagor shall also secure the performance of the covenants and conditions contained in this Mortgage.

The Mortgagor covenants and agrees as follows:

1. PAYMENT OF DEBT; PERFORMANCE OF OBLIGATIONS: The Mortgagor shall promptly pay when due, whether by acceleration or otherwise, the Debt for which the Mortgagor is liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of the Mortgage and any loan documents evidencing the Debt.

2. TAXES: The Mortgagor shall pay when due, and before any interest, collection fees or penalties shall accrue, all taxes, assessments, fees, impositions and other charges which may become a lien prior to this Mortgage. Should the Mortgagor fail to make such payments, the Mortgaggee may, at its option and at the expense of the Mortgagor, pay the amounts due for the account of

the Mortgagor. Upon the request of the Mortgaggee, the Mortgagor shall immediately furnish to the Mortgaggee all notices of amounts due and receipts of sufficient payment. The Mortgagor shall promptly notify the Mortgaggee of any increase or decrease in the principal of the Mortgage and shall promptly describe any unpaid interest or other charges.

3. CHANGE IN TAXES: In the event of the passage of any law or regulation, rule, ordinance, decree or regulation subsequent to the date of the Mortgage making mandatory or otherwise changing the laws now in force governing the taxation of mortgages, caused by enactment of the Uniform System of Assessing and Collecting Taxes, or by any other law, rule, ordinance, decree or regulation, the same shall be paid by the Mortgagor, and all interest, fees, costs, expenses, and payable in accordance with the terms of the Mortgage.

4. INSURANCE: During the term of this Mortgage, the Mortgagor shall keep the Premises insured for fire and liability insurance and other improvement on the Premises, faithfully insured for the benefit of the Mortgaggee against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State of Illinois, including (but not limited to) vandalism and malicious mischief, and shall further provide flood insurance if the Premises are situated in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued under it.

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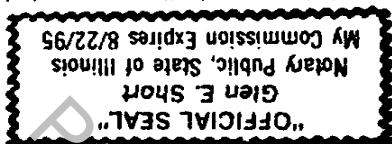
VA Commission of Ethics

Given under my hand and sealed with this day of June 1992.

WITNESS WHEREAS, I, MARY ANN DIXXON, do hereby certify that the undersigned instrument was executed in my presence and witnessed by me on this 19th day of June, 1992.

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Given under my hand and sealed with this day of June 1992.



June 19 92

State of Illinois

My Commission Expires

County of
Cook
SS
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State of Illinois

County of
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SS
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MARY ANN DIXXON
ULIANA GORNEY
GLEN E. SHART
Property of Cook County Clerk's Office

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the presence, disposal, release or threatened release of any Hazardous Material on, over, under, from or affecting the Premises, or any soil, land, water, vegetation, buildings, personal property, persons or animals, or any personal injury, including wrongful death, or property damage, actual or personal, arising out of or related to such Hazardous Material on the Premises, or any lawsuit brought or threatened settlement or hearing or government order relating to such Hazardous Material with respect to the Premises, and/or (d) any violation of laws, orders, regulations, requirements or demands of governmental authorities or any policies or requirements of the Mortgagor, which are based upon or in any way related to such Hazardous Materials used on the Premises. The indemnity obligations under this paragraph are specifically limited as follows:

- (i) The Mortgagor shall have no indemnity obligation with respect to Hazardous Materials that are first introduced to the Premises or any part of the Premises subsequent to the date that the Mortgagor's interest in and possession of that part of the Premises to which such Hazardous Materials have been so introduced shall have fully terminated by foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure.
- (ii) The Mortgagor shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Premises or any part of the Premises by the Mortgagor, its successors or assigns.

The Mortgagor agrees that in the event the Mortgagor's interest in the Mortgagor's property is foreclosed, the Mortgagor shall be liable for the removal of the Mortgagor's true or any and all Hazardous Materials which are then required to be removed, at the expense of the Mortgagor, pursuant to applicable federal, state and local laws, ordinances, regulations and restrictions affecting the Premises.

For purposes of this Mortgage, "Hazardous Materials" means any materials, or substance, (i) which is or becomes defined as a "hazardous substance," "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), Section 3001, et seq., and amendments thereto and regulations promulgated thereunder; (ii) which is or becomes defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act ("RCRA"), USC Section 6901, et seq., and amendments thereto, and regulations promulgated thereunder; (iii) containing polychlorinated biphenyls ("PCBs"); (iv) containing asbestos, (v) which is radioactive, (vi) which is biologically hazardous or (vii) the presence of which requires treatment or remediation under any federal, state or local statute, regulation, ordinance or policy, or rule which is or becomes defined as a "hazardous waste"; "hazardous substance," "pollutant" or "contaminant" under any federal, state or local statute, regulation, ordinance or policy, or rule which is or becomes regulated by any federal, state or local governing law authority; or (viii) which causes a nuisance under or relate to the Premises.

Governmental Regulation or means any law, regulation, rule, policy, ordinance or similar requirement of the United States, any state, any county, city or other agency or subdivision of the United States or any state.

The provisions of this section shall be in addition to any and all other obligation and liabilities the Mortgagor may have to the Mortgagor under the Debt, this loan document and in common law, and shall survive (a) the repayment of all sums due for the Debt, (b) the satisfaction of all the other obligations of the Mortgagor *in this Mortgage* and in any loan documents, (c) the discharge of the Mortgagor, and (d) the foreclosure of the Mortgagor or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in the Mortgage, it is the intention of the Mortgagor and the Mortgagor that the enforcement provisions of this section shall only apply to actions, proceedings, claims or causes of action or operator of the Premises, in which an interest of the Mortgagor in the debt or any claim is made against the Mortgagor for the payment of sums.

17. EVENTS OF DEFAULT/ACCELERATION: Upon the occurrence of any of the following, the Mortgagor shall be entitled to exercise its remedies under this Mortgage, as otherwise provided by law: (i) The Mortgagor or, if other than the Mortgagor, any principal obligor of the Debt ("Principal Obligor") fails to pay when due any amount payable under the notes, the guaranty, or any other agreement evidencing the Debt; (2) the Mortgagor or Principal Obligor (a) fails to observe or perform any other term of the notes, the guaranty, or any other agreement evidencing the Debt or (b) makes any materially incorrect or misleading representation in any financial statement or other information delivered to the Mortgagor; (3) the Mortgagor or Principal Obligor defaults under the terms of this Mortgage, any loan agreement, mortgage, security agreement, or other document executed as part of the Debt transaction or any guaranty of the Debt becomes nonenforceable in whole or in part or any guarantor fails to promptly perform under such a guarantee; (4) the Mortgagor fails to pay when due any amount payable under any note or agreement evidencing debt to the Mortgagor or defaults under the terms of an agreement or instrument relating to or securing any debt or borrowed money owing to the Mortgagor; (5) any insatiable event occurs defined in the Employee Retirement Income Security Act of 1974 as amended, occurs that would permit the Pension Benefit Guaranty Corporation to terminate any employee benefit plan of the Mortgagor or Principal Obligor or any affiliate of the Mortgagor or Principal Obligor; (6) the Mortgagor or Principal Obligor becomes insolvent or unable to pay its debts as they become due; (7) the Mortgagor or Principal Obligor (a) makes an assignment for the benefit of creditors, or (b) consents to the appointment of a custodian receiver or trustee for itself or for a substantial part of its assets, or (c) commences any proceeding, whether or not voluntary, for reorganization, liquidation, dissolution or similar laws of any jurisdiction; (8) ceases to be engaged in its regular business for the Mortgagor or Principal Obligor or for a substantial part of its assets, without the consent of the party against whom the appointment is made; or (9) dies or becomes within 60 days after such appointment, incapable of managing his or her affairs, or (10) the Mortgagor or Principal Obligor or designee fails to give written notice of termination or similar legal notice of termination and ceases to do business, commence within 60 days after commencement of the Mortgagor or Principal Obligor's continuance, the commencement of such procedure, (11) an attachment, garnishment, or similar proceeding is instituted against the Mortgagor or Principal Obligor; (12) any proceedings are instituted for the foreclosure of any interest in real property, or (13) any proceeding affecting the Premises or the Mortgagor's interest in real property, or any part of the Premises, except as provided in this Mortgage, unless the person who enters or seizes the Mortgagor or the Mortgagor or Principal Obligor is a (A) the Mortgagor or Principal Obligor, (B) the Mortgagor's written consent is given, or (C) merges or consolidates with any third party, or (D) a principal part of its assets or business outside the ordinary course of its business, or (E) agrees to do any of the foregoing; (14) there is a substantial change in the existing or prospective

financial condition of the Mortgagor or Principal Obligor which the Mortgagor deems to be detrimental to the Mortgagor.

18. REMEDIES UPON DEFAULT: Upon the occurrence of any of the events of default set forth in this Mortgage, at the sole option of Mortgagor, the note and/or any other liability shall become immediately due and payable and Mortgagor shall pay all expenses of Mortgagor, including attorneys' and paralegal's fees and all expenses of collection, including costs of suit, the costs of the Mortgage and all expenses incurred in connection therewith, expenses of repossession of the Premises. When the indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagor shall have the right to foreclose the lien of this Mortgage. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness on the judgment or decree, such expenditures and expenses which may be paid or incurred or on behalf of Mortgagor for attorneys' and paralegal's fees, appraisers' fees, valuator for documents and expert evidence, stenographer's charges, publication, costs and fees of procuring all abstracts of title, title searches and examinations, title insurance policies, title certificates, tax and hen searches and similar data and assurances with respect to title as Mortgagor may deem to be reasonably necessary either to prosecute the foreclosure suit or to defend any action to foreclose said title. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be estimated by Mortgagor. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagor, shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at the highest rate permitted under any of the instruments evidencing any of the Debt. This paragraph shall also apply to any expenses or expenses incurred or paid by Mortgagor or on behalf of Mortgagor in connection with any proceeding, including without limitation, probate and bankruptcy proceedings, to which Mortgagor shall be a party, either as plaintiff, defendant, defendant in the cause of this Mortgage or any indebtedness secured hereby, or any preparation for the commencement of any suit for the foreclosure of this Mortgage, after accrual of the right to foreclose, whether or not actually commenced or preparation for the commencement of any suit to collect a judgment or force the payment of the note or any instrument which secures the note after default whether or not actually commenced, or to any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced. The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, on account of all costs, attorney's expenses and debts to the foreclosure proceedings, including all the items that are herein described; second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage, additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note and the liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or assigns, as their rights may appear. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may grant the Mortgagor the right to possess the Premises, pursuant to Chapter 40, Sections 15-1701 through 15-1703 of the Illinois Revised Statutes and/or appoint a receiver of the Premises. Such grant and/or appointment may be made either before or after entry of judgment or foreclosure, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for the grant and/or without regard to the then value of the Premises, or whether the Premises shall be then occupied as a homestead or not. Mortgagor may be appointed as the receiver. The Mortgagor in possession and/or receiver shall have all powers conferred by law including but not limited to the power to collect the rents and profits of the Premises during the pendency of the foreclosure suit or trial, or of an entity of judgment or foreclosure, during the full duration of the same, and, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of Mortgagor in possession or receiver, would be entitled to collect the rents, issue and profit. The Mortgagor in possession or receiver shall also have all other powers which may be necessary of ate usual for the protection, possession, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the Mortgagor in possession or receiver to apply the net income in its hands, in payment in whole or in part of the indebtedness secured hereby, or酌情 by any indenture, securing this Mortgage, or any tax, special assessment or other item of encumbrance which may be or will become superior to the lien created by the debt, and the deficiency judgment against Mortgagor or any endorser of the note in case of a forfeiture sale and deficiency. No action for the enforcement of the benefit of any provision of this Mortgage shall be allowed to any defense which would not be good and available to the party intervening the cause of no action at law upon the note.

19. REPRESENTATIONS: If the Mortgagor is a corporation, it represents that it is a corporation duly organized, existing and in good standing under the laws of its state of incorporation, that it is duly qualified and in good standing under the laws of Illinois, and that the execution and delivery of this Mortgage and the performance of the obligations it imposes are within its corporate powers, have been duly authorized by all necessary action of its board of directors, and do not contravene the terms of its articles of incorporation or by-laws. If the Mortgagor is a general or limited partnership, it represents that it is duly organized and existing and that the execution and delivery of this Mortgage and the performance of the obligations it imposes do not conflict with any provision of its partnership agreement or by-laws, or all necessary action of its partners. Each Mortgagor represents that the execution and delivery of this Mortgage and the performance of the obligations it imposes does not violate any law and do not conflict with any contract by which it is bound, and that it is not in any way bound by any prior agreement, or any third party's right to the execution and delivery of this Mortgage or the performance of the obligations it imposes, and that the Mortgagor is valid and binding in its name and office and is qualified to do business. Each Mortgagor further represents that it is not subject to any personal, property, fiduciary, or other financial liability or obligation to Mortgagor. Any such statements that are furnished to the Mortgagor are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective date, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates.

20. NOTICES: Notice from one party to another relating to this Mortgage shall be given by the first class mail, certificated (including telegraph, facsimile, telegram and delivery to the recipient's address, telephone number, telecopier number set forth above), by any of the following means: (i) hand delivery, (ii) registered or certified mail, postage prepaid, with return receipt requested, (iii) first class or express mail, postage prepaid, (iv) Federal Express, Paratex, Courier or like overnight courier service or (v)

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of the Illinois State Auditor General's Office and the Illinois Department of Revenue. This document is intended to provide guidance on how to interpret the Illinois State Auditor General's audit report. It is not a formal audit report and does not have the same level of detail as the audit report. It is intended to provide general guidance on how to interpret the audit report.

The Illinois State Auditor General's audit report is a formal audit report issued by the Illinois State Auditor General's Office. It is intended to provide detailed information on the financial statements of the Illinois State Auditor General's Office. It is not a formal audit report and does not have the same level of detail as the audit report. It is intended to provide general guidance on how to interpret the audit report.

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