



UNOFFICIAL COPY

92417135

Mortgage

THIS MORTGAGE is made on **JUNE 4 19 92** between _____ and _____ not personally but as Trustee under a Trust Agreement dated _____ 19 _____ and known as Trust No. _____ **MYRON M. DYKYJ AND BOHDANNA DYKYJ, HIS WIFE & ULANA CHORNEY** whose address is **42W660 BARR ROAD, HAMPSHIRE, IL. 60140** (the "Mortgagor") and **NBD BANK ELGIN, N.A.** (Bank Name) a **NATIONAL** (national later banking) **ASSOCIATION** (association/corporation) whose address is **2555 W. GOLF ROAD, HOFFMAN ESTATES, IL. 60194** (the "Mortgagee") * To be deleted when this Mortgage is not executed by a Land Trust.

The Mortgagor MORTGAGES, CONVEYS AND WARRANTS to the Mortgagee real property and all the buildings, structures and improvements on it described as _____ **CITY** of **CHICAGO** Land located in the County of **COOK** State of Illinois

LOT 16 IN MAUER AND UTPATEL'S SUBDIVISION OF LOT 1 OF THE SUBDIVISION OF THE NORTH HALF OF BLOCK 6 IN SUFFERN'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
RECORDING FEE **\$27.00**
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, licenses, privileges and hereditaments.
- (2) Land lying in the bed of any canal, river, lake, opened, proposed or vacant, or any strip or gore adjoining the Premises.
- (3) All machinery, apparatus, equipment, fixtures, 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, fall of which, if all of the Equipment is, it is agreed that all Equipment is part of the Premises and appropriated to the use of the real estate and, whether affixed or unaffixed or not, shall for the purposes of this Mortgage unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate, and mortgaged and warranted by the Mortgagee.
- (4) All mineral, oil, gas and water rights, royalties, claims and stock, if any.
- (5) All awards or payments including interest made in a suit of the exercise of the right of eminent domain, the alteration of the grade of any street, any loss of or damage to any building, or other impairment 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 attorneys' and purchaser's fees, costs and disbursements incurred by the Mortgagee in connection with the collection of any such award or payment.
- (6) All of the rents, issues and profits of the Premises and of any present 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**

(c) 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 Mortgagee is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

This Mortgage secures the indebtedness or obligation evidenced by:

- (i) The note(s) dated **JUNE 4, 1992** in the principal amount of **98,000.00** respectively maturing on **JUNE 5, 1994** executed and delivered by **MORTGAGOR** to the Mortgagee, with interest at the per annum rate of **TWO** percent (**2 %**) **ABOVE THE RATE ANNOUNCED FROM TIME TO TIME AS MORTGAGEE'S PRIME RATE (THE PRIME RATE)** one 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 _____ percent (**5 %**) **ABOVE THE PRIME RATE** and _____ percent.
- (ii) the guaranty of the debt of _____ dated _____ to the Mortgagee, and _____
- (iii) _____

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-TIEN: 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 Mortgagee. This shall include any obligations or debts incurred for personal, family, or household purposes unless the note or guaranty expressly states that it is secured by the Mortgage.

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

The Mortgage premises and articles are 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 Mortgage is made, and shall promptly perform all obligations to which the Mortgage is secured under the terms of this Mortgage and any loan documents constituting the Debt.

2. TAXES. The Mortgagor shall pay when due, and before any interest collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage. Should the Mortgagor fail to make such payments, the Mortgagee 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 Mortgagee, the Mortgagor shall immediately furnish to the Mortgagee all notices of amounts due and receipts evidencing payment. The Mortgagee shall promptly notify the Mortgagee of any lien or other claim against the Premises and shall promptly ascertain any amount due thereon or on its behalf.

3. CHANGE IN TAXES. In the event of the passage of any law or regulation which shall increase or decrease, subsequent to the date of the Mortgage, any liability or obligation, including the tax now in force governing the taxation of income, or which shall change the number or frequency of collection of taxes, the amount of principal secured by this Mortgage, and all interest accrued thereon, shall be and payable in accordance with the terms of the Mortgage.

4. INSURANCE. The Mortgagor shall pay the Mortgagee shall keep the Premises and the personal and family furnishings and other improvements on the Premises, on hand, insured for the benefit of the Mortgagee 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 risks of vandalism and malicious mischief, and shall further provide flood insurance of the Premises and 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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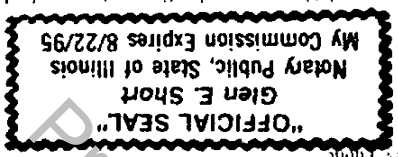
My Commission Expires

Given under my hand and official seal this _____ day of _____ 19__

of said corporation (association) known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said (corporation) and also their and their acknowledged (association) as trustee for the uses and purposes therein set forth, and the said (corporation) and their acknowledged (association) affixed the said corporate seal

acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said (corporation) and also their and their acknowledged (association) as trustee for the uses and purposes therein set forth, and the said (corporation) and their acknowledged (association) affixed the said corporate seal

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that



My Commission Expires _____
Given under my hand and official seal this _____ day of _____ 19__

instrument appeared before me this day in person, and acknowledged that _____ and _____ respectively, known to me to be the same persons whose names are subscribed to the foregoing instrument as trustee for the uses and purposes therein set forth

I, _____ a Notary Public in and for said County, in the State of Illinois, do hereby certify that _____ and _____ respectively, known to me to be the same persons whose names are subscribed to the foregoing instrument as trustee for the uses and purposes therein set forth

My Commission Expires _____
Given under my hand and official seal this _____ day of _____ 19__

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Property of Cook County Clerk's Office

the presence, disposal, release or threatened release of hazardous materials on, over, under, from or affecting the Premises or any part of the Premises...

(ii) 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...

(iii) 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 or the Mortgagor's lenders are held liable for the removal of Hazardous Materials from the Premises...

For purposes of this Mortgage, "Hazardous Materials" means any materials or substance, (a) which is or becomes defined as a "hazardous substance"...

Governmental Regulation 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 obligations and liabilities the Mortgagor may have to the Mortgagee under the Debt...

17. EVENTS OF DEFAULT/ACCELERATION: Upon the occurrence of any of the following, the Mortgagee shall be entitled to exercise its remedies under this Mortgage...

Principal Obligor which the Mortgagee shall be deemed to have fully advised.

18. REMEDIES UPON DEFAULT: Upon the occurrence of any of the events of default set forth in this Mortgage, the note and/or the obligation of Mortgagee shall become immediately due and payable and Mortgagee shall pay all expenses of Mortgagee including attorneys' and paralegals' fees and all expenses of Mortgagee in connection with this Mortgage and all expenses incurred in connection with the Mortgagee's collection of the Debt...

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