

92528241

MATT TD:

UNOFFICIAL COPY

FIRST NATIONAL BANK OF EVERGREEN PARK
3101 WEST 95TH STREET
EVERGREEN PARK, ILLINOIS 60642EVERGREEN
BANKSCOOK COUNTY, ILLINOIS
TRUSTEE'S DEED

1992 JUL 17 PM 3:47

92528241

COMMERCIAL
MORTGAGE

THE MORTGAGE made this 7TH day of JULY 1992 between RICHARD CARIOTI AND LYNN CARIOTI, HIS WIFE (hereinafter referred to as "Mortgagor") and the FIRST NATIONAL BANK OF EVERGREEN PARK, WHICH IS ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, AND WHOSE ADDRESS IS 3101 WEST 95TH STREET, EVERGREEN PARK ILLINOIS, 60642. (hereinafter referred to as "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of SIXTY-FIVE THOUSAND AND NO/100 Dollars (\$ 65,000.00), which indebtedness is evidenced by Mortgagor's Note dated JULY 7, 1992 (hereinafter referred to as the "Note"), which Note provides for monthly installments of \$650.00 interest &K on the 7TH day of each month commencing with AUGUST 7, 1992 until the Note is fully paid with the balance of the indebtedness, if not sooner paid, due and payable on JULY 7, 1995.

NOW, THEREFORE, the Mortgagor, to secure the payment of this Note with interest thereon, the payment of all other sums with interest thereon advanced in accordance herewith, to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained the Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described real estate located in the County of COOK State of Illinois.

LOT 76 IN DUNCAN'S RESUBDIVISION OF BLOCK 7 IN TAYLOR AND KREICH'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

2700
70

PERMANENT TAX IDENTIFICATION # 20-04-129-028-0000

Which real estate has the address of 550 WEST 43RD STREET, CHICAGO, ILLINOIS 60616 and which, with the property herein described, is referred to herein as the "Premises".

TOGETHER with all 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 provided primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein, or thereto 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); 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, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or otherwise, if not (except where otherwise hereinabove 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 be for the purposes of this Mortgage to be deemed to be real estate and conveyed and mortgaged hereby.

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and that Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

IT IS FURTHER UNDERSTOOD THAT:

1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.
2. In addition, the Mortgagor shall:
 - (a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.
 - (b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipt therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.
 - (c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee.

This instrument was prepared by
 SHERIFFLY ANTHONY J. PAGANO
 FOR THE USE OF THE STATE OF ILLINOIS
 MEDICAL RECORDS
 2400 SOUTH STATE ST. CHICAGO, IL 60616
 312-504-5000

COMMERCIAL LOAN DEPARTMENT
 FIRST NATIONAL BANK OF EVERGREEN PARK
 3101 WEST 95TH STREET
 EVERGREEN PARK, ILLINOIS 60642

BOX 333

UNOFFICIAL COPY

925285241

Box _____

MORTGAGE

TO _____

MAIL TO:

XXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

COMMERCIAL LOAN DEPARTMENT
FIRST NATIONAL BANK OF EVERGREEN PARK
3101 WEST 95TH STREET
EVERGREEN PARK, ILLINOIS 60642

Loan No. _____

UNOFFICIAL COPY

15. Upon payment of all sums secured by this Mortgage, Mortgagor shall record this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordings or any documentation necessary to release this Mortgage.

16. Mortgagor assigns to Mortgagor and authorizes the Mortgagor to negotiate for and collect any award for condemnation of all or any part of the Premises. The Mortgagor may, in its discretion, apply any such award to amounts due hereunder, or for restoration of the Premises.

17. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "monstorum Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor and each and every person except decree or judgment creditors of the Mortgagor in its representative capacity and of the trust estate, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

18. This Mortgage shall be governed by the law of the jurisdiction in which the Premises are located. In the event one or more of the provisions contained in this Mortgage shall be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

IN WITNESS WHEREOF, the undersigned have signed this Mortgage on the day and year first above written at
EVERGREEN PARK, Illinois.

X *Richard Carioti*
RICHARD CARIOTI
M

X *Lynn Carioti*
LYNN CARIOTI

STATE OF ILLINOIS
COUNTY OF COOK } ss.

I, *Richard M. Carioti*, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT *Richard M. Carioti* and *Lynn Carioti*, personally known to me and known by me to be the President and Secretary respectively of *Richard M. Carioti & Lynn Carioti*, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said *Richard M. Carioti & Lynn Carioti*, did affix the said corporate seal to said instrument as their free and voluntary act and as the free and voluntary act of said *Richard M. Carioti & Lynn Carioti*, did affix the said corporate seal to said instrument as his free and voluntary act and as the free and voluntary act of said *Richard M. Carioti & Lynn Carioti*, as aforesaid for the uses and purposes therein set forth, and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said *Richard M. Carioti & Lynn Carioti*, did affix the said corporate seal to said instrument as his free and voluntary act and as the free and voluntary act of said *Richard M. Carioti & Lynn Carioti*, as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 19____.

Notary Public

My Commission expires _____

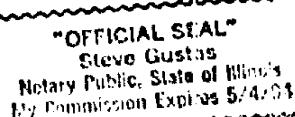
STATE OF ILLINOIS
COUNTY OF COOK } ss.

I, *Steve Gustas*, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that *Richard M. Carioti* and *Lynn Carioti*, personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that *Richard M. Carioti* and *Lynn Carioti* signed, sealed and delivered the said instruments as *Richard M. Carioti & Lynn Carioti*, free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal, this _____ day of _____, A.D. 19____.

Steve Gustas
Notary Public

9552521



My Commission Expires _____

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14. Except to the extent that such notice shall be required under applicable law or regulation, any notices to Morgan Stanley by mail shall be addressed to Morgan Stanley, Attention: Secretary, One Wall Street, New York, NY 10005, or to such other address as Morgan Stanley may designate from time to time.

13. The covariants contained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of Morganagor subject to the provisions of paragraph 3 hereto. All covariants and agreements shall be joint and several.

12. All remedies provided in this Message are absolute and conclusive in any other right or remedy under the Message or afforded by law or equity and may be exercised concurrently, independently or successively.

11. Any prepayment of Mortgagor's debt by Mortgagor or otherwise than in accordance with the terms of the Mortgage Agreement shall not be a waiver of any right of Mortgagor to accelerate the due date of payment of such debt if Mortgagor fails to pay such debt when due.

expressly provided in a separate Subordination Agreement by and between Morganage and the holder of such junior lien.

In interest of Morganagger shall not operate to commence in any manner the liability of the original Morganagger and Morganagger's successor in interest, Morganagger shall not be required to commence by reason of any such demand made by the original Morganagger and Morganagger's successor in interest.

shall not be obliged to see to the application of the purchase money.

or any third party interested in the Proceeds, which might affect the Proceeds or the Promises or the Security thereon, or the value of a Recourse set aside

together with interest as herein provided shall be immediately due and payable by the mortgagor in connection with (a) any proceedings before or after the date of the filing of any action or proceeding in any court or other tribunal to which either party hereto shall be a party by reason of this mortgage or the Notes hereby referred to; or (b) proceedings

remain in possession until the expiration of the full period of redemption. By statute for redemption, a creditor may require payment of the debt in case of default, but it need not be issued if the party in possession of the property has been given notice of the right to require payment of the debt in case of default, and until the creditor has given notice of the right to require payment of the debt in case of default.

and Permissions, or whether the same shall then be occupied by the owner of the property or by the lessee, issues and problems of sale of redemption money as a homestead, support a receiver's petition to manage and run the farm, and to collect the rents, leases, issues and profits, when called for, of the land, buildings, fixtures, furniture, and other things necessary for the prosecution of the premises, including the expenses of the same.

8. Upon the commencement of any procedure proceeding hereunder, the court in which such bill is filed may at any time, either before or after

7. Any sale, conveyance or transfer of any interest in the premises without written consent of the holder of the Note.

by aggregate, and apply toward the payment of our mortgage indebtedness any monies or sales made of the premises owned by the Mortgagor held by the Mortgagee, and add together

done the *Preamble*, or article to pay when due, any charge for assessment (whether for interest or premium, maintenance, taxes, expenses, improvements, etc.) made by any contractor, subcontractor, or other person, and without affecting the lien hereby created or the priority of said lien or any other

8. Time is to of the session a hour, and if detail Note or the others made in performance of any contract shall make up

or a later date, of having been exposed to square permutations or to three node networks were significantly associated with the probability of developing the syndrome.

this Mortgage or to proceed to foreclose this Mortgage.

to predict the *lien* before; and the Mortagagee will pay upon demand any monies thereto together with interest accrued thereon at the rate set forth in the note, reasonable attorney fees and disbursements,

by said party to receive to be determined by due and payable and otherwise make such other payment as may be required.

3. Any such convenience or transfer of any right, title or interest in the Premises or any portion thereof or any lease, transfer or assignment of all or any part of the beneficial interest in the Premises shall be void if the transferor does not furnish to the transferee a copy of the original lease or any part of the original lease holding the title to the Premises without the prior written approval of the other parties thereto.

(1) The first column of P contains the probability of each outcome i given the observed data y . The second column contains the probability of each outcome i given the true parameter values θ^* .

(e) **Keep Steel Plates in good condition and replace without waste and reuse from any mechanics or other than or claim of loss not expressible under reference to the loss hereof.**