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

Parcel 2: LOT 25 (EXCEPT THE SOUTH 16 FEET THEREOF) IN E.W. ZANDER AND COMPANY'S SUBDIVISION OF LOT 1 IN SUPERIOR COURT DIVISION OF LOT 2 IN COURT PARTITION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Parcel 1: LOT 24 AND THE SOUTH 16 FEET OF LOT 25 IN E.W. ZANDER AND COMPANY'S SUBDIVISION OF LOT 1 IN SUPERIOR COURT DIVISION OF LOT 2 IN COURT PARTITION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

NOW, THEREFORE, the Mortgagees to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagees to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, County of Cook, and State of Illinois, to wit:

THAT WHEREAS the Mortgagees are justly indebted to the principal sum of TWO HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$232,500.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagees promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 1st day of August, 2002, and 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 the Mortgagee, the law offices of Richard L. Swedberg, 111 W. Washington, Suite 1860, Chicago, Illinois 60602.

THIS INDENTURE, made JULY 31, 1992, between Boulevard Bank National Association as Trustee under provisions of a Trust Agreement Dated the 1st Day of May, 1992 and known as Trust No. 9494, 400 N. Michigan Avenue, Chicago, Illinois 60611 herein referred to as "Mortgagees," and GEORGE HOGEN and ELIZABETH HOGEN, HIS WIFE, C/O RICHARD L. SWEDBERG, 111 W. WASHINGTON, SUITE 1860, CHICAGO, ILLINOIS 60602, here referred to as "Mortgagee," witnesseth:

MORTGAGE (ILLINOIS)

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2. Mortgages shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges sewer service charges, and all other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent

1. Mortgages shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) 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 the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois which said rights and benefits the Mortgagee do hereby expressly release and waive.

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 Mortgages may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single unit or centrally controlled), and ventilation, including (without restricting the foregoing), screens window shades, storm doors and windows, floor coverings, radiator beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgages or their successors or assigns shall be considered as constituting part of the real estate.

Address(es) of Real Estate: 4560 N. Lincoln Ave. Chicago, Illinois

Permanent Real Estate Index Numbers: 14-18-123-021 and 14-18-123-022

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6. It is understood and agreed by the parties that the obligations hereunder are part of an overall transaction involving the sale of the real estate at 4560 N. Lincoln Avenue, Chicago, Illinois, and also the simultaneous sale by Hogen's Grill, Inc., an Illinois Corporation, of certain of its assets to Joseph Prino, Joseph Shanahan, and Scott Stittie, as well as the sale by George Hogen, the owner of 10% of the outstanding stock of Hogen's Grill, Inc. of all of his stock in said corporate entity to Joseph Prino and Joseph Shanahan, which parties are the guarantors of the obligation hereunder.

5. At such time as the Mortgages are not in default either under the terms of the note secured here by or under the terms of this mortgage, the Mortgages shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the mortgagors, covenant and agree to pay such tax in the manner required by any such law. The Mortgages further covenant to hold harmless and agree to indemnify the mortgagor, and the mortgagor's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the mortgagor the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgages, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagor's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then in any such event, the Mortgages, upon demand by the Mortgages, shall pay such taxes or assessments. Or reimburse the Mortgages therefor; provided, however, that if in the opinion of counsel for the Mortgages (a) it might be unlawful to require Mortgages to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgages may elect, by notice in writing given to the Mortgages, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgages may desire to contest.

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In the event that claims, demands or causes of action shall be raised or asserted against Hogen's Grill, Inc. or against Joseph Shanahan and/or Scott Stiffle, or against the Boulevard Bank Trust No. 9494, which claims, demands or causes of action arise out of events which occurred prior to the date of the execution of this Mortgage, then Mortgagee shall within 10 days of receipt of notice of such claims, demands or causes of action, notify George Hogen and Elizabeth Hogen at the address provided for herein, and George Hogen and Elizabeth Hogen shall have a duty to investigate and defend or settle and pay said claims, demands or causes of action. In the event that George Hogen and Elizabeth Hogen, holders of this instrument, shall within 30 days after receipt of said notice fail to undertake the defense or handling of such claims, demands, or causes of action, Mortgagee shall have the right to compromise or settle and pay any such claim, demand, or cause of action and Mortgagee shall have a full right of set-off against the balance due hereunder for all sums paid against any such claims, demands or causes of action, including Mortgagee's court costs and attorney's fees paid in the defense of any such claims, demands or causes of action. If George Hogen and Elizabeth Hogen do undertake the defense or handling of the claims, demands or causes of action and if said claims, demands, or causes of action at any time shall exceed, in the aggregate, the sum of \$25,000.00, then the Mortgagee shall have the right during the said defense or handling, to escrow all payments due hereunder until said claims, demands, or causes of action shall be reduced to an amount, in the aggregate, of less than \$25,000.00. In the event that funds have been escrowed as set forth herein, all escrowed funds shall be paid to George and Elizabeth Hogen within ten days of reduction of such claims, demands, or causes of action to an amount less than \$25,000.00. All of Mortgagee's court costs, attorney's fees, and any other amounts expended in relation to the claims, demands, or causes of action shall be a set-off against said escrow as well as a set-off against the balance due under this instrument. The escrow shall be a joint direction escrow at Chicago Title and Trust Company or a comparable institution at Chicago Title and Trust Company is unavailable to handle such joint direction escrow.

Notwithstanding the above, in relation to the pending workman's compensation claim filed against Hogen's Grill, Inc., entitled Frieda Rubin vs. Hogen's Grill, Inc., 91 WC 24757, said claim shall not be considered in determining the aggregate exposure under said claims, demands or causes of action, but any amounts expended by Hogen's Grill, Inc., Joseph Prino, Joseph Shanahan and/or Scott Stiffle or Boulevard Bank Trust No. 9494, as a result of said claim, demand or cause of action, shall be a set-off against amounts due under this instrument.

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10. Mortgages shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgages, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgages herein contained.

9. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, foreclosure, tax lien or title or claim thereof.

8. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinafore required of Mortgages in any form and manner deemed expedient, and may, but need not, take 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 release from any tax sale or foreclosure affecting said premises or contest 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 highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgages.

7. Mortgages shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

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13. 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 notice, without regard to the solvency or insolvency of mortgagors at the time of application for such waiver and, without regard to the value of the premises or whether the same shall be then occupied as a homestead or not, and the mortgagor may be appointed as such receiver. Such receiver shall have power to collect the rents,

12. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned 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 herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

11. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, mortgagors shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of mortgagor for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as mortgagor may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by mortgagor in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the mortgagor shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

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19. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagees and all persons claiming under or through Mortgagees, and the word "Mortgagees" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The

18. Mortgagee shall release this mortgage and lien thereon by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

17. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be release 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.

16. The Mortgagees shall periodically deposit with the payment of taxes and assessments on the premises. No such deposit shall bear any interest.

15. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

14. No action for the enforcement of the lien or 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.

the deficiency in case of a sale and deficiency. provided such application is made prior to foreclosure sale; (2) be or become superior to the lien hereof or of such decree, mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof, or by any decree foreclosing this indebtedness secured hereby, or in part of: (1) The receiver to apply the net income of the premises during the whole of said period. The court from other powers which may be necessary or are usual in such cases be entitled to collect such rents, issues and profits, and all Mortgagees, except for the intervention of such receiver, would redemption or not, as well as during any further times when the full statutory period of redemption, whether there be foreclosure suit and, in case of a sale, and a deficiency, during issues and profits of said premises during the pendency of such

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word "Mortgagee" 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.

20. Transfer of the Property. If all or any part of the property or any interest in it is sold or transferred without George and Elizabeth Hogen's prior written consent may, at its option, require immediate payment in full of all sums secured by this Mortgage.

21. Debtor shall have the right to prepay the Note secured hereby in whole or in part at any time without penalty. Prepayments shall first be applied to the interest due, and then to the remaining principal.

22. In the event that the Debtor shall breach any obligation under this Mortgage or the Note which it secures or shall:

(a) Receive notice that any violation of any Federal, State or local environmental, health or safety law or regulation may have been committed or is about to be committed by Debtor in connection with the Property;

(b) Receive notice that any administrative or judicial complaint or order has been filed or is about to be filed against Debtor alleging violations of any Federal, State or local environmental law or regulation or requiring Debtor to take any action in connection with the release of toxic or hazardous substances or release of petroleum or any petroleum product (including, without limitation, crude oil or any fraction thereof) into the environment in connection with the Property;

(c) Receive any notice from a Federal, State or local governmental agency or private party alleging that the Debtor may be liable or responsible for costs associated with a response to or clean up of a release of a toxic or hazardous substance or release of petroleum or any petroleum product (including, without limitation, crude oil or any fraction thereof) into the environment or any damages caused thereby in connection with the Property;

(d) Receive any notice that Debtor is subject to Federal, State or local investigation evaluating whether any remedial action is needed to respond to the release of any hazardous or toxic waste, substance or constituent, petroleum or petroleum products (including, without limitation, crude oil or any fraction thereof) or any other substance in the environment in connection with the Property;

(e) Incur any additional debt without the prior written consent of George and Elizabeth Hogen in connection with the

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property;

or in that event that:

(a) George and Elizabeth Hogen shall reasonably deem themselves insecure;

(b) Any proceeding shall be instituted by or against Debtor under any bankruptcy or insolvency statute;

(c) Debtor shall make an assignment for benefit of creditors;

(d) A receiver shall be appointed for Debtor or Debtor's property.

George and Elizabeth Hogen may, at their option, without notice or demand, require immediate payment in full of all sums then due and owing on the Note.

23. Debtor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Property which may become damaged or destroyed; (2) keep said Property in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien; and (3) comply with all requirements of law or municipal ordinances with respect to the Property and the use thereof.

24. Debtor shall keep all buildings and improvements now or hereafter situated on said Property insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to George and Elizabeth Hogen under insurance policies payable to George and Elizabeth Hogen, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver certificates of insurance evidencing such coverage to George and Elizabeth Hogen, and in case of insurance about to expire, shall deliver renewal certificates not less than (10) days prior to the respective dates of expiration.

25. Debtor agrees to pay reasonable attorneys' fees, costs and expenses incurred by George and Elizabeth Hogen in the collection and enforcement of the above referenced Note. Any forbearance by George and Elizabeth Hogen in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

26. The above terms which are incorporated into the Mortgage referenced above are agreed to and accepted by the undersigned.

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PROPERTY

TO BE FILED WITH THE

CLERK OF THE COURT

IN THE COUNTY OF COOK

STATE OF ILLINOIS

IN CASE NO. 1234567

FILED FOR RECORD

ON THIS 12TH DAY OF

JANUARY 2024

AT CHICAGO, ILLINOIS

BY _____

CLERK OF THE COURT

IN WITNESS WHEREOF

I HAVE HEREIN SET

MY HAND AND SEAL

AT CHICAGO, ILLINOIS

ON THE 12TH DAY OF

JANUARY 2024

Property of Cook County Clerk's Office

29168576

The name of a record owner is: Boulevard Bank National Association as Trustee under provisions of a Trust Agreement Dated the 1st Day of May, 1992 and known as Trust No. 9494, 400 N. Michigan Avenue, Chicago, Illinois 60611.

Witness the hand . . . and seal . . . of Mortgageors the day and year first above written.

This mortgage is executed by Boulevard Bank National Association, not personally but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said Trustee, nor as any admission that said Trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This is executed by Boulevard Bank, National Association, as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee and by all persons claiming by, through or under said mortgage and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

Boulevard Bank, N.A., as Trustee under provisions of a Trust Agreement dated the 1st day of May, 1992 and known as Trust #9494 and not personally.

By:

[Handwritten signature]

Attest:

[Handwritten signature]

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6/22/2025

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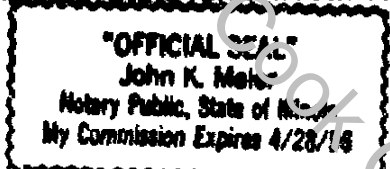
STATE OF ILLINOIS)

)SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that William M. Watch, personally known to me to be the Vice President of Boulevard Bank, N.A., and John J. McCole personally known to me to be the Ass't. Vice President thereof, and 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 as such Vice President and Ass't. Vice President, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of _____ of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, 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 4th day of August, 1992.



John K. McKee
Notary Seal

This instrument was prepared by: Donald M. Hodgkinson, The Law Offices of Richard L. Swedberg, 111 W. Washington, Suite 1860, Chicago, Illinois 60602, (312)236-3360

Mail this instrument to: Donald M. Hodgkinson, The Law Offices of Richard L. Swedberg, 111 W. Washington, Suite 1860, Chicago, Illinois 60602, (312)236-3360

BOX 333

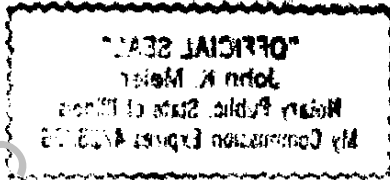
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11/11/11