

# UNOFFICIAL COPY

1126296743 6 11 2 15 / 5

Loan #1080103/90

## DEERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION

735 Deerfield Road  
Deerfield, Illinois 60015

TOP PAGE

1. The name and address of the mortgagor/grantor is: **DEERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT DATED JULY 24, 1992 AND KNOWN AS TRUST NUMBER 295**

2. The mortgagor/grantor is: **a Corporate Trustee**

3. The Note secured hereby is of even date herewith, is given for repayment of a loan therein, the "Loan", and is described as follows:

a. Payee/Holder: Deerfield Federal Savings and Loan Association.

b. Original principal amount: U.S. \$ **500,000.00\*\*\*\*\***.

c. Number of installments: **120**.

d. Amount of each instalment (except the last) of principal and interest: U.S. \$ **4,455.70\*\*\*\*\***.

e. First instalment due: **October 1**, 19**92**.

f. Subsequent instalments due on the **1st** day of each **Month** thereafter.

g. Instalment payments prior to the final payment (complete one item and strike unapplicable item(s)).

i. Monthly level-amortization payments of U.S. \$ **4,455.70\*\*\*\*\*** each (Subject to holder's call option hereinafter set forth).

ii. ~~payments or interest only.~~

iii. ~~Payments of principal (U.S. \$ **3,333.33** each) plus interest accrued to the date of payment.~~

h. The balance of principal and interest, (and all other sums, if any, due and owing to the mortgagor pursuant to the terms of this mortgage) on the note it ceases to be sooner paid to be paid in full by **September 1**, **XX 2002**, the "aturity date" subject to the following conditions:

DEPT-01 RECORDING DEPT-01 RECORDING DEPT-01 RECORDING  
T02222 TRAN 6937 08/25/92 13  
T22222 T02222 6937 08/25/92 13

DEPT-D1 RECORDING TO THE \$85.00  
T62222 TRAN 6937 08/25/92 13:17:00  
#229673  
COOK COUNTY RECORDER

85%  
opac

# UNOFFICIAL COPY

4 2 6 1 9 19 14 19 19  
Borrower, Holder and Lender  
and the parties hereto, the undersigned  
for his personal knowledge of any of the

1. Within the thirty day period commencing from the date hereof, and prior to the fifth anniversary date of the note secured by this mortgage, Holder may, upon written notice to Borrower, increase the unpaid unpaid principal balance due under the note secured by this Mortgage. Said notice shall be sent by certified mail, return receipt requested, to the Borrower at the address set forth herein, and shall be deemed given when deposited in the mail with postage prepaid.
2. Such notice shall state the date on which payment in full is due (the "Default"), which shall be at least ninety (90) days after the date the notice is mailed. The entire unpaid principal balance of the debt secured by this Mortgage, together with any and all accrued but unpaid interest and any other sums due and owing to the holder under the terms of this Mortgage and / or the documents hereto shall be due and payable on or before the due date if Borrower fails to pay such sum when due, Borrower's failure to pay will constitute a default, and Holder may invoke any and all remedies permitted under this Mortgage and / or the documents hereto.
3. i. In the event Holder does not exercise its Call Option as set forth above, Holder's Call Option shall be renewed annually during the thirty day period commencing one hundred twenty (120) days prior to the preceding anniversary date of the note secured by this Mortgage. Holder's Call Option, as renewed, shall be exercised in the same manner, and with the same effect, as set forth in subparagraphs i. and ii. above.  
ii. In the event Holder exercises its call option, Holder shall not be obligated to refinance the loan secured hereby.
4. The existing improvements (if any) on the Premises consist of  
Mixed Use Commercial Facility containing a First Floor Restaurant, known as Sawa's Old Warsaw, and 21 Second Floor Apartments
5. The proceeds of the loan will be used for Buy-Out of Sales Contract and Cash Out
6. Payment of monthly installments to be made on the Premises shall reduce the debt secured hereby, the maximum amount of any monthly payment on this part of the note shall not exceed principal less the escrow and the first twelve (12) months of interest which would be capitalized.
7. Equipment - See 8b below and all Restaurant Equipment -  
Watkin Freezers, Ovens, etc.

92629673

# UNOFFICIAL COPY

The statement is based on the open  
standard and can be implemented on  
any device. The standard may be used in  
various applications.

- Such copies or parts of the same Pictures on the People, which are to be sold first. The individual  
which is to be sold first.

9200 West Cermak Road, Broadview, Illinois 60153-4772

7. the record owner of the Premises is the co-trustor  
 7. the debtor (herein, the "debtor" or "Gantor" or "Borrower")  
 herewith mortgaging to the co-trustor, and warrant, to First Federal  
 Savings and Loan Association (herein, the "Mortgagor" or "Holder"), the real  
 estate which, with the items noted in Sections 6 and 8, is herein referred  
 to as the "Premises", the legal description of which is given at the end  
 of the attached.

*Property of Co*  
Borrower covants that Mortgagor is lawfully seized of the estate hereby  
conveyed and has the right to mortgage, grant, convey, and receive the  
Premises and that Mortgage is on a leasehold, the ground lease is in  
full force and effect without modification, except as aforesaid above, and  
without default by the part of either lessor or lessee thereunder, that  
the Premises are unencumbered and that Mortgagor will warrant and defend  
generally the title to the Premises against all claims and demands, subject  
to any easements and restrictions referred to in schedule of exceptions to  
conveyance, to any title insurance policy or certificate of title insurance  
for property interest in the Premises.

3. The following includes in this document:

- b. The benefit(s) of my client's open interest to each real estate, and any other claim(s), title(s), or interest(s) benefiting the case.

b. Any improvements and fixtures, including those referred to in Section A, owned by the mortgagor and now or hereafter located or installed on the Premises, including but not limited to outfit buildings, improvements, and contents now or hereafter located on the property, and all fixtures or hardware vacated and left by the lessee, and all rights, improvements, and rentals, leases, options, and franchises held and held by the lessee, and any stock equipment on the property, and all fixtures, machinery, equipment, engines, boilers, fuel tanks, building accessories, appliances, and tools of every kind and character now or hereafter located thereon and used or required to be used, in connection with the property, and all my lease of that portion thereof for the purpose of improvements, alterations, repair, painting, electricity, gas, water, the air, light, and heat, or steam, and all such machinery and equipment, fixtures, ventilation and other piping and fixtures, electricity and steam, control mechanisms, pumps, water tanks, water heaters, water closets, sinks, urinals, bathtubs, wash basins, dishwashers, refrigerators, stoves, ranges, ovens, grills, griddles, dryers, and any domestic equipment, fixtures, and furniture, and certain rods, screens, curtains, window blinds, drapes, effect of four coverings, carpeting, and other improvements, even though any of which may have been installed subsequent to the date of this note, but shall not include any fixtures, parts or any real property associated with the fixtures, and all the personalty together with

三  
卷之三

# UNOFFICIAL COPY

9 2 6 2 9 6 7

the property or the lessee shall make the payment, which payment, if any, the lessor or his underlessee (or on behalf) are herein referred to as the "Holder" of the bond contained,

- a. In addition to the payments otherwise called for herein and under the Note, the underlessee will pay to the Holder, bearing the "Holder" of the date of issuance, the total of all general property estate taxes and assessments, and levies, charges, and assessments by any governmental or municipal authority, the yearly ground rents, if any, the yearly premium for liability for another's insurance, if any, and all premiums for insurance of the kind described herein, relating to the Premises, on the following dates:
  - i. At such time of payment of the sum, the mortgagor will pay the present, but not yet payable amounts of such items to the Holder.
  - ii. Within fifteen days of payment under the Note (or monthly if such payments are received less frequently than monthly), the mortgagor will pay to the Holder, one-half of the annual amounts of such items.
  - iii. If at any time the amount of the funds held by Holder shall be less than the amount owing necessary by Holder to pay taxes, assessments, insurance premiums, and all other such items as they fall due, the mortgagor shall pay to Holder any amount necessary to make up the deficiency within thirty days after notice from Holder to forty-eight hours of payment thereof. In any event, the mortgagor will provide the Holder sufficient funds to pay all such items in full at least ten days before the various installments thereon first become due.
  - iv. At each time became due, the Holder is authorized to pay the same, the holder is not obliged to inquire into the validity or genuineness of the checks and/or bills tendered for payment of such items, the holder is not required to advance money for the payment of such items, and the Holder will not thereby incur liability for anything that the Holder may do or fail to do in connection therewith.
  - v. The holder need not give notice of any such items made by the mortgagor and may compute the remaining balance due by Holder through an overstatement of previous bills paid and be deemed to have given a true account for the amount.
  - vi. The holder and its agents are not responsible for any loss of the holder prior to the time when the holder has paid all or part of the amount so incurred or otherwise.
  - vii. A written notice of default and intent to sue shall be given by the holder prior to the time when the holder has paid all or part of the amount so incurred or otherwise.

92629673

# UNOFFICIAL COPY

Under and subject to all covenants and conditions contained in the Deed of Trust, and subject to the terms and conditions of this Note, Holder shall have the right to foreclose upon the property described in the Deed of Trust, and to exercise all rights and powers granted to the holder of a note by law.

- j. Holder shall make the funds to pay said taxes, rents, taxes, assessments, insurance premiums, and other items so long as mortgagor fails to comply with any covenant or agreement of mortgage in due time upon the property securities.
- k. The funds are retained as additional security for all of the sums received by the mortgagor.

You acknowledge receipt of any covenant or agreement of mortgagor in the mortgage or the note to secure Holder may apply in any amount and in any manner as Holder shall determine in Holder's sole discretion, any funds held by Holder at the time of application (i) to pay levies, charges, rents, taxes, assessments, and insurance premiums which are due or will hereafter become due, or (ii) as a credit against amounts received by this mortgagor. Upon payment in full of all amounts due to this mortgagor, Holder shall promptly refund to mortgagor any funds held by Holder.

- l. The mortgagor shall have and hold the premises forever for the uses set forth herein, free from any claim and benefit of dower, and free from any homestead, and other exemption laws of the State of Illinois, any of which rights and benefits are hereby waived and the members, shareholders, and beneficiaries of the family, wife, husband forever, and waive:
- m. All of the portions of the property subject to the Illinois Residential Property Act.
- n. The above affidavit is made in accordance with the requirements of the Illinois Residential Property Act.
- o. The above affidavit is made in accordance with the requirements of the Illinois Residential Property Act.

- p. Holder shall have the right to foreclose upon the property described in the Deed of Trust, and to exercise all rights and powers granted to the holder of a note by law.
- q. Holder shall have the right to foreclose upon the property described in the Deed of Trust, and to exercise all rights and powers granted to the holder of a note by law.
- r. Holder shall have the right to foreclose upon the property described in the Deed of Trust, and to exercise all rights and powers granted to the holder of a note by law.
- s. Holder shall have the right to foreclose upon the property described in the Deed of Trust, and to exercise all rights and powers granted to the holder of a note by law.
- t. Holder shall have the right to foreclose upon the property described in the Deed of Trust, and to exercise all rights and powers granted to the holder of a note by law.
- u. Holder shall have the right to foreclose upon the property described in the Deed of Trust, and to exercise all rights and powers granted to the holder of a note by law.
- v. Holder shall have the right to foreclose upon the property described in the Deed of Trust, and to exercise all rights and powers granted to the holder of a note by law.
- w. Holder shall have the right to foreclose upon the property described in the Deed of Trust, and to exercise all rights and powers granted to the holder of a note by law.
- x. Holder shall have the right to foreclose upon the property described in the Deed of Trust, and to exercise all rights and powers granted to the holder of a note by law.
- y. Holder shall have the right to foreclose upon the property described in the Deed of Trust, and to exercise all rights and powers granted to the holder of a note by law.
- z. Holder shall have the right to foreclose upon the property described in the Deed of Trust, and to exercise all rights and powers granted to the holder of a note by law.

52529673

# UNOFFICIAL COPY

Holder, or under the Tenant, or through him, it shall be held by any lessee, in either of the circumstances above, shall not affect the rights and liabilities of the Landlord, or holder, the benefit of all covenants contained in the ground lease, otherwise than as such covenants stand with the same, but holder shall have no right to sue, which he would have, on any covenant, nor any other covenant contained in the ground lease.

6, the son, heir and succeeded the bearded estate and interests  
before deceased, one thousand five hundred pounds creating  
said estate and interests, and his biography shall not, without the  
express written consent of this, or other member of said ground lease,  
uphold or maintain said interest. But there shall not be member of the  
ground lease, or of the bearded estate created thereby which the fee  
shall be covered by the ground lease by reason of said bearded estate  
or the fee, or the, as my part of either transfer into common  
and to the other holder, his content in writing, to such member, if  
so required, shall require such fee estate, then this share shall  
be taken up and without further action be applied to it to become a  
share of the bearded estate.

12. The Holders and the Holder (herein, the "Parties") recognize that the most appropriate form of any indemnification proceeds shall include the recovery of any sum of money or value for damage, direct or consequential, in connection with any indemnification or other taking, whether direct or indirect, on the premises or thereon, or for convenience in the removal of indemnified items. Taking from the Plaintiff requires the exercise of judgment and cannot be determined in advance by a third party. The Parties also recognize that such judgment can be exercised, ultimately, by only one of them and have agreed that the Holder is to do so. Specifically,

4. notwithstanding any notice or warning given by the holder of my office or his/her  
agent, may give my resignation or other failing whether direct or  
indirect, at the previous or next thereof.
  5. notwithstanding any appointment and notwithstanding any resignation or withdrawal  
of my authority as directed by holder of my office, I do not withdraw  
from my office, I do not resign from my office, or do not leave my office, so  
as to prevent my office from being used for any purpose, or  
by any other person, or for any other purpose than that for which it was  
intended, or for any other purpose than that for which it was intended,  
or for any other purpose than that for which it was intended, or for any other  
purpose than that for which it was intended, or for any other purpose than that for which it was intended,

The following table gives the results of the first 3000 observations of the 1911-12 census of India. The figures are given in thousands.

and the same number of children by family size. The family size distributions are identical for all three groups.

32623673

# UNOFFICIAL COPY

1. If the amount tendered and taken, my balance of proceeds will be correspondingly reduced so that all amounts received hereby, with those before date of the being paid off, is paid to the holder.
2. I will have the right to take, the holder will be required whether the balance of my proceeds is to be applied to the amount received thereby, or whether the balance will be held in suspense until further notice for adjustment of the premises. In the latter event, the balance will be paid upon the architect's and inspector's certificate for such amount to him by the holder in full, he asserting of an officer then to be delivered to me, sum of the proceeds, but sufficient funds will be retained by the holder to complete the work installed in accordance with plans necessary to the holder and prepared by architect acceptable to the holder.
3. If the amount tendered is not of recovering, the surplus will be applied to the amount in the surplus as determined by the receiver, and the balance of my money tendered will be paid.
4. The receiver will receive payment of the amount of my condominium owned by me under affidavit at all times, but must not advise the receiver in writing of the holder's name, and may not advise the receiver in writing of the holder's name.
5. The receiver will be liable for the amount in my name, and the receiver is responsible to me for any amount or part of the amount of the monthly statements or charges the amount of which is not remitted.
6. No charges will be made to me for the amount of my monthly statement or part thereof, if the amount is not remitted by the receiver.

## 5. This instrument certifies:

- a. That I am the original holder of the instrument, and have been fully informed concerning its contents, and my obligations.
- b. That I have read and understood the instrument, and the holder has also read and understood the instrument, and my obligations.
- c. That I have signed the instrument, and the holder has also signed the instrument, and my obligations.
- d. That I have no objection to the holder having the instrument, and my obligations.
- e. That I have no objection to the holder having the instrument, and my obligations.
- f. That I have no objection to the holder having the instrument, and my obligations.
- g. That I have no objection to the holder having the instrument, and my obligations.
- h. That I have no objection to the holder having the instrument, and my obligations.
- i. That I have no objection to the holder having the instrument, and my obligations.
- j. That I have no objection to the holder having the instrument, and my obligations.
- k. That I have no objection to the holder having the instrument, and my obligations.
- l. That I have no objection to the holder having the instrument, and my obligations.
- m. That I have no objection to the holder having the instrument, and my obligations.
- n. That I have no objection to the holder having the instrument, and my obligations.
- o. That I have no objection to the holder having the instrument, and my obligations.
- p. That I have no objection to the holder having the instrument, and my obligations.
- q. That I have no objection to the holder having the instrument, and my obligations.
- r. That I have no objection to the holder having the instrument, and my obligations.
- s. That I have no objection to the holder having the instrument, and my obligations.
- t. That I have no objection to the holder having the instrument, and my obligations.
- u. That I have no objection to the holder having the instrument, and my obligations.
- v. That I have no objection to the holder having the instrument, and my obligations.
- w. That I have no objection to the holder having the instrument, and my obligations.
- x. That I have no objection to the holder having the instrument, and my obligations.
- y. That I have no objection to the holder having the instrument, and my obligations.
- z. That I have no objection to the holder having the instrument, and my obligations.

32629673



# UNOFFICIAL COPY

Journal of the American Geophysical Union

and of the other subject. The subjects used were the same as those in the first experiment.

Second, the taxpayer may be held to bear the direct responsibility for failing or failing to file his return or otherwise pay his taxes in the manner and time required by law. The 1908 payment was not later than due December and under the power of attorney, the taxpayer may be held with responsibility for such amount to be paid on demand.

1. Subject to confirmation and payment in the Premium will be  
deemed to have been claimed and the following proceeds declared  
above.

4. The particular effects or consequences (with or without consideration for value received) (A) as a result of the transfer of any interest, whether by conveyance or encumbrance of the Premises or any part thereof, for a term of 50% or less of the leaseable space, or (B) as a result of the transfer for a term of five years or longer, (to the extent of the right to require the transfer of) (i) any interest in the Premises, or (ii) any interest in the Premises, other than the interest of the Tenant, whether as a lessee, licensee, co-lessee, co-tenant, co-occupant, co-owner, whether in common or otherwise, or as a member of a partnership or joint venture, beneficial interest, or other right, or option, or agreement under a lease, or (iii) any other interest in the Premises, whether or not involving the ownership of property, or the property, or otherwise;

5. The following rights, quantity or equivalent only, by the lessee or by any other such individual, corporation, business association, or organization, or representative, acting for the benefit of the Tenant, to be used in carrying out any of the types of "changes" described in this section, but shall not be deemed to affect the original nature or "character" which shall be maintained at all times: (a) removal of any portion of the exterior wood "cladding" shall be done in a manner which will not damage or damage the building's exterior and construction in favor of the building's exterior.

- A committee of the Physics Department would submit a detailed report on the proposed research and its significance to the scientific community.

3. The first two chapters of the book contain a brief history of the origin of the great body of the present literature on the subject, and a detailed account of the principal works on the subject, and also a critical review of the literature on the subject.

the same time, the amount of energy available may have been changed, so that the amount of energy available to the country is now less than it was at the time of the original calculation, and further still

୧୯୫୬

# UNOFFICIAL COPY

The author wishes to thank the editor and the referees for their valuable suggestions and comments which have greatly improved the paper.

- e. The Holder will be deemed to have notice of my action, or condition, default, or assignment, if, or at any time when a specific written notice thereof is given, delivered to the direct executive officer of the Holder. The Holder will not be deemed to have such notice by reason of any notice given through recording services, changes in insurance, and the like, corporate filings with pertinent regulatory agencies, or otherwise.
  - f. Definition of my "Parties" includes my joint thereto or later at receiving and referring to "recording" hereinbefore referred to. A document which is jointly or for the joint and common benefit of the parties for purposes of enabling the Holder to proceed as described above, shall also be the document to be recorded or satisfied to be recorded.

#### REFERENCES

- any other kind of action, depending under the date, and will amount,  
determined by the same rule.

Any conveyance or transfer of land in good and work and the same  
may happen to be made or be written on the documents that may become  
dangerous or may damage or may deprive of the original condition,  
or such other condition or situation may appear in writing, whether or  
not the same is to be made available to cover in whole or part the  
entity of the estate, the same is valid.

Any the property of individual improvement, fixtures, equipment,  
utilitary and appurtenant fixtures in good condition and repair,  
whether same are diminished in value and/or used in new  
construction, and having the same effect, the same effects may be  
covered with the same condition.

For the protection of the same property, either individual or  
coupled with the title, shall be sufficient evidence of ownership and  
therefore, an affidavit.

Any conveyance or transfer of any kind of land or fixtures, equipment, and  
utilitary or appurtenant fixtures or any kind of construction on the  
same, etc.

Any conveyance or transfer of any kind of land or fixtures, equipment, and  
utilitary or appurtenant fixtures or any kind of construction on the  
same, etc.

Any conveyance or transfer of any kind of land or fixtures, equipment, and  
utilitary or appurtenant fixtures or any kind of construction on the  
same, etc.

92629673

**UNOFFICIAL COPY**

9 16

**Do you have any other comments?**



the number of the day and the name of the author. The author's name is placed at the top of the page, and the date of publication is placed at the bottom of the page. The title of the book is placed in the center of the page. The title is usually written in a large, bold, serif font. The author's name is usually written in a smaller, italicized, serif font. The date of publication is usually written in a small, sans-serif font.

32623673

# UNOFFICIAL COPY

to the same level as the other higher-level art forms, and to be considered by the public as a valid form of art.

but to give a knowledge of any of the  
feats or judgments herein contained.

- and the other countries of the Americas, where our country has been invited to attend within the scope "Friendship, cooperation" and such other themes as will be of interest, and convenience, including  
-the exchange of information relating to scientific and technical progress, and including  
the exchange of coordinated research programs and in this connection  
of the highest, the broadest, temporary scientific and technical cooperation.

P. 200

- (e) will make payment of retainer, that will be sufficient  
to cover the term of the requirement cost of all  
the services and the Premium or will deducted as specified hereby.

17. I give you my bond or charge to the Holders of the coupon of  
the amount of one mill, one of my debt in my name, for my master  
John Webster to pay me in the same way in which he holds to be  
paid to him, the following sum of money to be attached to said  
bond.

- (iii) a brief note of the individual's intended strategy for protection in the event of fire (normal) and if separation is required as part of an exemption thereto;

14. The bidder either shall file the bidding documents or  
make them available or be evidenced by any means that the bidding may  
be made available to the public, in that the no disclosure of the  
bidding documents shall be deemed to be a bidder's failure to make the  
bidding documents available to the public.  
15. The bidder shall be entitled to withdraw his bid at any time prior to  
the opening of bids, and such bid(s) and bid(s) shall be withdrawn by  
any person or organization that the bidder is unable to withdraw  
of its interest or potential interest in the premises by  
otherwise.

- The right operation of any new measure whether calculated for the protection of agriculture according to one of its functions in the economy, or otherwise, must depend on the border in further security. In the year of 1913, imports of wheat were reduced to the minimum, and the import duty was raised to 100 per cent. This was done in order to give the country a chance to develop its own agriculture, which was then in a very bad condition. The import duty was increased again in 1915, and again in 1917, so as to give the country a better chance to develop its agriculture. The import duty was increased again in 1919, and again in 1921, so as to give the country a better chance to develop its agriculture.

UNOFFICIAL COPY

9 2 6 - 9 This document is based on the open  
letter test and Parkman's history  
but also on the testimony of the  
various Indian leaders who spoke at the  
ceremony. The date of the ceremony  
is unknown.



32629673

UNOFFICIAL COPY

4 12 6 4 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

any of the above-mentioned drugs or derivatives  
or salts, or any of their metabolites or  
any of the fragments herein contained.

# UNOFFICIAL COPY

26. The Lender may add other term or the date and time hereinafter specified by the Lender, and that the specified rate will be fixed from time to time  
on the understanding that the holder will incur no expense whatever specifically  
in relation to the loan after it has been disbursed. Accordingly, the  
mortgagor will pay, in addition to making the payments and reimbursement  
referred to in the note and to Section 22, 23, 24, 26 through 29, and  
Section 61, each day expense that the Holder may pay or incur by reason  
of holding back the loan, or by any purchased and/or held the Note and  
mortgage, or otherwise relating to any other obligation incurred hereby, whether  
or not such expense arises from default by the mortgagor, (all such amount  
being secured hereby) in any of the following situations:
- a. Any proceeding to foreclose the Lien hereof.
  - b. Any action such as a petition in a bankruptcy proceeding to prevent a  
claim, including a stay, or restraining order relating hereto  
that affects the mortgagor or the premises whether or not ancillary to  
any proceeding to foreclose the Lien hereof.
  - c. Any judicial or administrative proceeding whether in bankruptcy,  
guardianship, tax assessment, divorce, probate, guardianship, or  
otherwise, and whether the relief sought by any party thereto  
involves money due and in arrears, injunction, a declaratory judgment,  
foreclosure, quiet title, removal of hazardous materials,  
storage and / or contamination, or otherwise affecting the Note  
or mortgage, or any amount secured hereby, or the holder's  
ownership interest in either hereunder with respect to which the  
Holder may
  - d. Be made a party, or
  - e. Be served with summons, subpoena, interrogatories, notice of  
deposition, or other papers, or
  - f. Be compelled to take action of any kind.
  - g. Respond to inquiry by any person concerning the Note, the Note, the  
mortgage, the Plaintiff, the mortgagor, or any amount secured hereby.
  - h. Proceeding to foreclose the Lien whether or not in either case  
against the Plaintiff or my party thereto.
26. In addition to reclaims certain expenses periodically incurred by the Holder in  
any manner to collect, the Holder will be entitled to a monthly  
commissary fee which the mortgagor hereinafter agrees to pay to the Holder on  
demand for the services rendered in writing under Section 23, 24 and 26,  
and a copy of which will be given to the mortgagor immediately after the service  
thereof, and will be secured hereby.

02962926

# UNOFFICIAL COPY

10) Establish a system to identify open  
referrals and track them through to completion  
11) Identify the cause of lost patients

- by the sheriff or constable for the return, and amount of the proceeds by underdate  
of 20 and 25 days, inclusive, but are not limited to the personal property of any of the  
holders of the debt contained

  - a. Court costs, sheriff's fees, and charges, costs of publishing and  
acrossbill notice, according to law, and cost of affixing a notice of service of  
paper and process by the sheriff's office or otherwise.
  - b. Amounts owing all such abstract offices, title searchers,  
reporters and examiners, title insurance policies, in the amount of  
the sum indebtedness, to whom searches and certificates, and all  
written, oral and telephone, with respect to the condition, title, and  
value of the Note and Premises, as the holder may deem appropriate for  
his own information, for conducting my judicial or administrative  
proceedings, in foreclosure, bankruptcy, or otherwise, for preparing  
for or presenting to bidders, in my role as fiduciary, or otherwise,  
of the premises, or of the Note and setting such condition, title,  
and value.
  - c. Fees and charges of appraisers, engineers, architects, consultants,  
and experts of all kinds, who advise the holder in connection with any  
action of the kind provided for in Section 25, whether or not such  
person is my attorney, and whether or not such fees and charges  
are paid or otherwise imposed by statute or otherwise, certifying in court.
  - d. Attorney's fees and disbursements paid or incurred by the holder in  
my behalf with respect to the note, claim, mortgage, or my mount incurred  
hereby, or in connection with any action taken by the holder under the  
terms of the mortgage.
  - e. Expenses of preparation of mailing and related paper and of all  
exhibits, whether or not attached to pleading, or offered for  
admission as evidence.
  - f. Reporters' fees and disbursements for services ordered in connection  
with reporting my such proceedings.
  - g. Amount paid or incurred by the holder, in my behalf before or  
after commencement of proceedings, judgment or decree, or in case of  
the filing of any application or proceeding to sell, or the  
foreclosure, pursuant to Section 25.
  - h. Payment of the sheriff's fees made in order to remove or recover of that  
house, furniture, or property for execution of documents,  
and thereby, and subsequent to such deduction.
  - i. All expenses, fees, costs, and other charges, including  
for service of process.
  - j. Any amount of interest charged by the holder prior to the date of 20, 25, and  
25 days, inclusive, as aforesaid, or to the date of 25 or 30  
days, whichever is later, in addition to the amount received from the holder still due  
to him, and the amount of the note, plus attorney and witness fees,

# UNOFFICIAL COPY

9 2 6 2 9 6 1 3 5 1 1 1 1 1 1 1 1 1

Journal of Number Theory 100 (2003) 261–270

and the other side of the subject.

periods of relative stability after 8000

upon his or her credit, or earned by the holder, held personally by him for the holder, immediately upon demand therefor being made, and the sum so paid or payable, or so earned, shall be deemed to be a sum due and payable to the holder.

29. Upon default, in breach of my covenant or agreement of obligation in this instrument, including, but not limited to, the covenant to pay when due any sum required by this mortgage, Holder, at Holder's option, may declare all or the sum advanced by this mortgage to be immediately due and payable without notice, demand, and may foreclose this mortgage by judicial proceeding, and may invoke any other remedies permitted by applicable law or provided herein. The Premises may be sold upon such foreclosure or marshaling, or otherwise, at the Holder's option, and the sale proceeds will be applied in the following order of priority (unless applicable law provides otherwise):

  - a. First, in payment of all costs and expenses incident to the foreclosure proceeding and any judicial proceeding ancillary thereto, including, but not limited to, the amounts referred to in section 27 above;
  - b. Second, all other amounts owing under the Note, except amounts referred to in section 27 above, added together, to the original principal balance due under the Note;
  - c. Third, interest, and attorney's fees;
  - d. Fourth, after all sums due and owing to the mortgagor, or to its successors or assigns, in their interest, as appear.

30. Any amounts due (or to be paid) for the holder under sections 22 through 26 (including, plus reasonably estimated, at to the amount of any such items to become due or to be incurred after the below-mentioned judgment), will be included in additional indebtedness owed to the holder under my liability for closing the Note because, and will be entitled to the same priority in payment as if they had been part of the original principal distributed under the Note, by the procedure and explanation of this instrument, if the person named on notice of the availability of the holder's liability, **PRIORITY FOR DRAFT AMOUNTS**, hereinafter.

31. The procedure to entitle the holder to the priority set forth are intended to give the holder the right of the holder if not entitled to the entire Note, but the remainder of the holder's right to the Note, if the holder is entitled to the Note, in accordance with the law, or contract, between, and the parties, or other documents, shall take effect, if the rights of the holder are not otherwise provided, and the holder need make no legal action to establish his right to the Note. The holder will not be liable for any damage, and the holder need make no effort to take the Note, if the holder is not entitled to the Note, unless such a Note is specifically requested by the holder, or if the holder's right to the Note is not otherwise provided.

**UNOFFICIAL COPY**

37. The Holder has the right to inspect the Premises at any reasonable time contained.  
38. Despite the above-mentioned provisions hereto, and without mitigating the  
applicability of those provisions, no term of this mortgage will extend  
to and be binding on any person or entity claiming by or through the  
Mortgagor, whether or not they have shared the title or mortgage, but the  
Holder's claim with any successor to the Mortgagor will in no way alter  
the Mortgagor's obligations or the Holder's rights hereunder.

39.

40. As used in this paragraph, the word "Holder" shall mean "Sublessee". If  
the Mortgagor is ever a Sublessee, Mortgagor shall comply with and  
observe Sublessee's obligations as Landlord under all leases of the  
Premises or any part thereof. Mortgagor, at Holder's request, shall furnish Holder with executed copies of all leases now existing or  
hereafter made of all or any part of the Premises, and all leases now  
or hereafter entered into will be in form and substance subject to the  
approval of Holder. All leases of the Premises shall specifically  
provide that such leases are subordinate to this mortgage; that the  
tenant agrees to render such attorney to be effective upon Holder's  
acquisition of title to the Premises; that the tenant agrees to  
execute such further evidence of attorney as Holder may from time  
to time require; and the attorney of the tenant shall not be  
terminated by such tenant; and that Holder may, at Holder's option,  
not be required such attorney. Notwithstanding the above, without  
Holder's written consent, Mortgagor shall not, without  
either orally or in writing, any lease now existing or hereafter made  
of all or any part of the Premises providing for a term of three years  
or more, release or remitment or otherwise of such lease without  
Holder's written consent or request or consent to the subordination  
of any lease of all or any part of the Premises to any third  
party subordinate to this mortgage. If Mortgagor becomes aware that any  
tenant proposes to do or is doing anything which may give rise  
to my right of set off against rent, Mortgagor shall (i) take such  
steps as shall be reasonably calculated to prevent the exercise of any  
right to set off, such rent shall not be held beyond the sum of the  
amount of said amount, and (ii) will be entitled after such record  
remittance by the Tenant who shall have so released such debt to demand  
such other amounts and attorney's fees due and unpaid, and  
so shall Tenant be liable therefor and shall be obligated to pay all  
attorney's fees and disbursements.

41. At Mortgagor's expense, the Mortgagor, assignee to the Holder, the beneficiary  
of any lease, or other persons who have the use or occupancy of the Premises, whether or not they now own title or hereafter  
conveyed title thereto, shall not be liable for any damage to my furniture and  
furnishings, and in addition, it is agreed that in the event of my bankruptcy  
or insolvency or failure to pay, as aforesaid, the Holder will have full  
power to sue the holder of such lease or me and otherwise provided  
by law and in the deed.

# UNOFFICIAL COPY

~~Not a term of the band's repertoire~~

Figure 1. A schematic diagram of the experimental setup used to measure the effect of the magnetic field on the protein.

1900-1901. - The first year of the new century.

*...and the following day I am off to the beach for a dip!*

- i. the Holder may immediately commence action for repossession of the Premises from the Plaintiff, whether or being brought before any court in existence at the time of the execution hereon or thereafter, and regardless of when the same may have been executed;

ii. the Holder may take any action that the Holder deems appropriate in enforcement of the Premises, and specifically may pursue record, Possession, rent, or other damages, pay rates, terminate or modify existing or future leases, and sue and recover the Premises or any part thereof to the Holder's absolute discretion, the term of such action to be for such period as the Holder may determine, in the Holder's absolute discretion, and Plaintiff shall be liable for redemption period or by the anticipated duration of any default;

iii. the Holder may bring or defend any suits for collection of rents, recovery of damages, or otherwise in connection with the Premises in the Holder's absolute or the name of the mortgagor;

iv. the Holder may make any repairs or improvements, whether or not the cost of the same will be paid from current rents, as the Holder may deem appropriate;

v. the Holder may do anything in and about the Premises than the mortgagor could do, and the mortgagor hereby certifies and certifies also that the holder may do hereunder; it being recognized that the holder will act hereunder only in the event of a default, and may do so at any time during the continuance of any default;

vi. the Holder will be entitled to a maximum fee hereunder of 5% of the gross amount paid with respect to the Premises during any time while the holder was acting under this Section 24;

vii. the Holder is entitled to recover all costs fees and expenses incurred from the Plaintiff, and any remaining amount of such fees, and costs not so recovered by this mortgagor, may remain, and may be pursued by the Holder, in its discretion, in the event of priority to any other claims asserted by this instrument;

viii. the Holder may bring or defend any action for damages to the Plaintiff, and the Plaintiff shall be liable for the same.

The influence of the location of the Prairie on the soil is the most evident of all, and this is followed by the contrast between the dry prairie and the moist prairie, or the prairie forest.

32629673

# UNOFFICIAL COPY

Note of the time and (ii) the previous notice for forbidding and the time of the forbidding fails promptly to obey such notice of forbidding, or the first day of each month after this shall have passed, elected to proceed under this Section, such failure will in and of itself automatically constitute forcible entry and detainer with the result that the Holder may in its own name and without any notice or demand commence an action of forcible entry and detainer and obtain possession of the Premises.

- a. No suit will be sustainable against the Holder for anything the Holder may do or fail to do hereunder, unless brought within 90 days after the expiration of the period of redemption if the Premises were sold on foreclosure, or (ii) the relinquishment by the Holder of security hereunder if the Premises were not so sold.
- b. Upon delivery of written notice by Holder to mortgagor of the breach by mortgagor of any covenant or agreement of Mortgagor in this instrument, and without the necessity of Holder entering upon and taking quietus and quiet enjoyment of the Premises in person, by agent, or by a constable or sheriff to deliver, Holder shall immediately be entitled to possession of the rents and revenues of the Premises as specified in this Section or of same become due and payable, including, but not limited to rents then due and unpaid, and all such rents shall immediately and effectively of such notice be held by mortgagor as tenancy for the benefit of Holder only; provided, however, that the written notice delivered to mortgagor of the breach by mortgagor shall contain a statement that Holder exercises its right to take rents, Mortgagor agrees that commencing upon delivery of such written notice of possession by Holder to mortgagor, each tenant in the Premises shall pay such rents payable to and pay such rents to holder or holder's assigns on holder's written demand to each tenant delivered to each tenant personally, by registered mail, or certified demands, or a certified copy, without any liability on the part of said tenant to inquire further as to the existence of a default by mortgagor.
- c. Mortgagor hereby covenants and agrees for the benefit of any holder of this instrument that mortgagor is not in default and will not be in default of this instrument and will not be liable for any loss sustained by holder which may occur even holder from proceeding in equity under this section, and that at the time of execution of this instrument, there be no encumbrance or claim or prior interest of any of the tenants in the Premises for more than two months, prior to the date fixed of such sale, and that none of the tenants will have suffered either a permanent loss of the use of the Premises more than two months prior to the date of sale or any part of their covenants or rights or rights of the tenants shall have been delivered to holder or to holder's assigns, and that all of the tenants in the Premises, holder may from time to time release.

This instrument shall be deemed to be executed in the State of New York, in the County of Westchester, on the 1st day of January, in the year of our Lord One Thousand Nine Hundred and Sixty Seven, and the instrument is signed by the undersigned Holder.

9282967

# UNOFFICIAL COPY

9 2 6 2 7 5 3

any in person, by agent, or by a court-appointed receiver, regardless of the adequacy of holder's security, for the purpose of the condition of the premises, or the fact that the Premises may be occupied as a dwelling, enter upon and take and maintain full control of the premises in order to perform all duty, care, and appropriate for the operation and maintenance thereof, including, but not limited to, the execution, cancellation, or modification of leases, the collection of rents and revenues of the Premises, the asking of replies to the Premises, and the enforcement or termination of contracts, provisions, or the arrangements or maintenance of the Premises, all on such terms as are deemed best to protect the security of the mortgage.

In the event holder elects to seek the appointment of a receiver for the sale of, or for a mortgagee's breach of, my covenant or agreement of payment in the mortgage, holder hereby expressly covenants to be responsible of such receiver, holder or receiver shall be entitled to receive reasonable fees for managing the Premises.

All costs and expenses collected subsequent to delivery of written notice by holder or mortgagor of the breach by not less than one year from the date of nonpayment of the Premises shall be applied first to the costs of any, or taking, control or managing the Premises and of the foreclosed, including, but not limited to, attorney's fees, receiver's fees, premium on receiver's bonds, costs of receiver to the Plaintiff, premiums on insurance policies, taxes, assessments, and other charges on the Premises, and the costs of discharging any obligation, or liability of the mortgagor, holder or defendant in the receiver, and then to the amounts due by this mortgage. All holder or receiver shall have access to the books and records used in the operation and maintenance of the Premises, and shall be liable to accept only for those rents actually received. Holder shall not be liable for nonpayment, whether at the instance of the mortgagor, or anyone having an interest in the Premises by reason of anything done or to be done by holder after this Section.

If the costs of the receiver are insufficient to meet the costs of any, or taking, control or managing the Premises, and to cover the costs, expenses, caused by holder for any damages, losses, damage, indebtedness, or for a failure to do the required work, foreclosed, and collection of all amounts, holder, Plaintiff, and receiver, jointly and severally, shall be liable for same, and shall be responsible for any attorney's fees, and for costs of collection, and judgment, and shall be liable for all the costs of collection of the amounts due in the foreclosed, or receiver, in such case would be contrary to law, holder, Plaintiff, and receiver, shall be liable for the amount under such cause of action.

Holder, Plaintiff, and receiver, and all other persons entitled of the Premises by the power of sale, or otherwise, by law, or by contract, are entitled to sue, and to collect, all money so far demanded, or lawfully due,

92629673

# UNOFFICIAL COPY

The development of a medical knowledge base and its application to decision support systems is a major challenge. This is being addressed by the National Institute of Standards and Technology (NIST) and the American Medical Informatics Association (AMIA). The work described here aims to provide a framework for the development of medical knowledge bases.

- by other right or remedy or action under the applicable law, the Holders  
provided for in (c),

3. take judgment or entry of the Plaintiff, which is contained at such time  
in this instrument, or cause to secure indebtedness held by Holder or its  
successors;

35. the mortgagor waives to the Holder that this instrument is prior in the  
right of any parties hereafter in possession of the Premises, and that no  
party has any right, whether under a warranty, action, or contract to  
purchase, right of first refusal or otherwise that would be prior to the  
deed of trust, except lessees. (This section does not apply to  
any contingent general estate lesser and in particular, if this  
mortgage is executed by trustee, said warranty will be deemed made by the  
beneficiaries of the trust and each of them.

36. no action for foreclosure of the Note (or of any provision thereof) will be  
subject to any statute of limitation that would not be valid and available to the party  
interested in the instrument in action at the time the indebtedness secured  
hereby.

37. the term "Holder" will be binding on and will have to the benefit of the  
successors and assigns of the mortgagor and the beneficiaries, respectively  
subject to the provisions of Section 15 hereof.

38. If the mortgagor is a trustee:

  - This mortgage is created and bequeathed by my liability as such trustee in  
the exercise of the power and authority conferred and vested in the  
mortgagor in such trustee.
  - Nothing herein or in the above recited hereby will increase my liability  
on the trustee personally to pay the Note, or to perform my covenant  
of the date or of this mortgage, all such personal liability being  
waived by the Holder, and every person now or hereafter claiming any  
right to recover from me except that guaranteed expressly  
stating that:
  - In possession, full power and authority to execute this mortgage  
and the Note in excess;
  - The same is fully and properly executed and delivered and  
blotless in accordance with their terms;
  - If any instrument or paper recited in the above in Section  
17 and 18, or in any other instrument or paper, which is attached to this instrument  
reciting any of the same;
  - The right of attorney given to the Holder in the instrument of  
the mortgage, or any other instrument or paper, reciting the instrument hereinbefore by the  
mortgagor.

ପ୍ରକାଶକ

# UNOFFICIAL COPY

4-20-93  
The above instrument is a copy.  
It is not a record and it is not a document.  
The original instrument is in the possession  
of the holder or his/her agent.

39. The mortgagee hereby waives any and all notice of acceleration given to the holder for failure under any note, document, or agreement of foreclosure by the holder of any of the instruments on the date or dates named below and on behalf of each and every creditor whose signature appears on any instrument in or title to the premises subsequent to the date hereon.
40. The mortgagor hereby waives any and all rights of reinstatement under any applicable law to the holder or to the holder's own behalf and on behalf of each and every creditor whose name or interest in or title to the premises subsequent to the date hereon.
41. Copy of any notice required under applicable law to be given in another manner may be given to the holder may be delivered to the holder c/o First Federal Savings and Loan Association, at the address shown above, or at any other address as the holder may designate.
42. Except for notices required under applicable law to be given in another manner, any notice to the holder may be mailed or delivered to the holder at the address shown at section 1 above.
43. Any notice will be deemed to have been received by the holder:
- If different from address:
  - If mailed, where delivered in envelope containing the same and bearing sufficient postage addressed as provided herein, was sent by registered or certified mail, first class, from U.S. Post Office in Chicago, Illinois, or in the city in which is located the principal mailing address.
44. Any such address may be changed or written upon, as provided herein.
- 45.
- All of the rights of the holder hereunder are in addition to those that the holder has by statute of law, or pursuant to any other agreement with the mortgagor.
  - Each remedy of the holder provided in this mortgage, by statute, and pursuant to all other rights or remedies under this mortgage, or provided by law or statute, may be exercised independently, independently, or successively, to any order of holder.
  - Waived for all rights hereunder to take any action provided for herein, including but not limited to repossession, seizure, or independent action, or any other like by holder.
46. If no copy of the original instrument of the mortgage is available, if the original instrument is lost, destroyed, or otherwise unavailable, the holder may copy the original instrument.
47. The original instrument is the sole evidence of the transaction or instrument, and the copy is not to be used in any proceeding, except as provided in section 46 above.

926238673

**UNOFFICIAL COPY**

9 36 2 2 6 1

date, or under any title, and that no forbearance would be sufficient to give the holder to be entitled to any such forbearance which forbearance would necessarily occur only in the holder's discretion. Accordingly, no such forbearance, no matter how often, or in what manner effected, or how long maintained, will or can ever give or include the exercise of any such right or remedy by the holder.

the payment by Holder of payment or any sum secured by this mortgage after the due date for such payment shall not be a waiver of Holder's right to either receive payment when due of all other amounts secured, or to declare加速器, or failure to make prompt payment. The procurement of funds for the payment of taxes, or other debts, or charges by Holder shall not be a waiver of Holder's right to require the maturity of the indebtedness created by this mortgage, nor shall Holder's receipt of any award, decree or damages under Paragraphs 21 and 22 hereof entitle to cure or waive the borrower's default in payment of sum secured by this mortgage.

48. This mortgage shall remain in effect for all purposes until all amounts demanded by the holder have been paid in full, in which event, the holder will provide to the debtor upon payment in full of the principal amount due in respect of this mortgage a certificate to the effect of the mortgage to be released without notice to the holder.
  49. All documents made to the effect hereunder by the mortgagor, or any of the beneficiaries, agents, or fiduciaries of the debtor to take title to or own title in name partly or wholly, by way of affecting the certificate or instrumentality made to the title insurer in an "ALTA Land and Extended Certificate Policy" Policy Statement or other instrument of title and interest shall be deemed to be made to the mortgageholder for the purpose of inducing the mortgageholder to make the loan and discharge the mortgage proceedings under the above recited terms.
  50. If the mortgage or the other instruments made by the parties, references herein to the mortgage or otherwise will be modified, reordened, and the principal and interest thereof may be paid when ever and the valuation of such debt or interest determined as joint and severally.

Perceived likelihood of the outcome to take shape and the magnitude of the outcome of adoption in which the reference appears. The term "likely" reflects the "certain" and vice versa.

- and upon which the Society had already expended considerable amounts of money. The Committee, however, was compelled to advise the Society to decline the invitation to attend the meeting at Boston. It would be impossible during the course of a conference to effect the incorporation of the two societies, and complete the work of the Convention. The Committee therefore recommended that the Society decline the invitation.

33629673

# UNOFFICIAL COPY

92629373

#### Final Summary of Findings

3 73100-100000  
3 73100-100000

*Journal of Clinical Endocrinology*

- upon Holder's request, and no more than on 7/1, certified by him/her/itself and delivered by the  
Beneficiary/Borrower, within 10 days after the end of each fiscal year:  
a. quarterly, a balance sheet statement of income and expense on  
the premises, and a statement of changes in financial position, each  
as reasonable detail and certified by him/her/itself and 7 of 10;  
Beneficiary/Borrower, and if Holder still requires, by an independent  
certified public accountant;

b. whenever Holder or its Beneficiary/Borrower furnish, together with  
the preceding financial statements, and at any other time upon  
Holder's request, the following:

i. current occupancy status of the premises, including a rent  
schedule for the premises, certified by him/her/itself and 7 of 10  
Beneficiary/Borrower, showing the name of each tenant, and for each  
tenant, the space occupied, the lease expiration date, the rent  
payable, and the rent paid; and

ii. the most recent annual financial statement on the premises; and

iii. the most recent annual corporate financial statement(s), and 7 of  
10 current financial statement(s), and 7 of 10 corporate federal  
income tax return(s), and 7 of 10 personal federal income tax  
return(s) of all members of the family named by this Borrower  
and 7 of 10 a copy of the Note executed by this Borrower, and 7 of  
10 individual(s), and 7 of 10 each other individual(s), and 7 of 10 entities  
or whose creditworthiness the loan secured by this bond may  
make;

d. the failure of the Borrower and 7 of 10 its Beneficiary/Borrower to perform  
the covenants of this note and will constitute a default hereunder  
and under the Note executed hereby, permitting the holder, at its  
option, to increase the interest rate of the note pursuant to Section  
11 of the Note, and 7 of 10, at its option, to waive without further  
demand or notice, and to do in further any act in option, invoke any  
other remedies permitted by applicable law or provided hereinafter in  
the Note executed hereby.

32962633

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

42629

RECEIVED  
IN THE CLERK'S OFFICE  
OF THE STATE OF PENNSYLVANIA  
AT PHILADELPHIA  
ON THE 21ST DAY OF JUNE  
1988  
BY [REDACTED]

The enforcement of, or any action to effect the obligation of, Holders against the Borrower, or any other party, to pay the amounts secured by this instrument, shall not affect the rights of Holders under any of the documents of title, or any other instrument, to receive the proceeds of non-payment, recouped hereon, and shall not affect the priority of any person's cooperation, partnership, or other entity for payment of the indebtedness secured hereby, and shall not affect the time or priority of the interest in the Premises, which may still be valid, a reasonable service charge, together with such little insurance premium and attorney's fees as may be incurred, in Holder's opinion, for any such action if taken in accordance therewith.

54. Mortgagor shall within ten days of a written demand from Holder, furnish Holder with a written statement, duly acknowledged, setting forth the name, address of the Borrower, and any right of setoff, counterclaim, or other defense which exists to applying such claim, and the satisfaction of this mortgage.
55. This instrument is also intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above, or part of the proceeds, which shall apply if it may be subject to a security interest pursuant to the Uniform Commercial Code and notwithstanding anything else, Holder is a security interest in said items, notwithstanding, however, agrees that Holder may file this instrument or a reproduction thereof, in the real estate records, or other appropriate books, as a financing statement for any of the items specified above, or part of the Premises. Any reproduction of this instrument, or any other security instrument, or financing statement shall bear the date of the original statement. In addition, Mortgagor agrees to execute and deliver to Holder, upon Holder's request, any financing statement, or waiver of extensions, renewals, and amendments thereto, and reproduction of this instrument in such form as Holder may require to perfect a security interest with respect to said items, mortgage or deed, pay all costs of filing such financing statements, and any extensions, renewals, amendments, and releases thereto, and shall pay all reasonable costs and expenses of any search, searches, or examination statement Holder may reasonably require. Without the prior written consent of Holder, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including easements, and additions thereto, upon holding such interest of any amount or interest of property contained in this instrument, including the government of any debts due the persons named by this instrument. Mortgagor shall have the benefit of a security interest under the Uniform Commercial Code and, in addition thereto, may also invoke the remedies provided in Paragraph 22 of this instrument to collect therefrom, or to exercise any of the remedies. Holder may general, special, or otherwise, own or hold property and/or items of personal property specified above, or part of the Premises, separately or together, and to say order whatsoever, without in any way impairing the validity or效力 of this instrument, and/or the third party rights and interests of the creditors provided for herein, or of this instrument.

92629C73

# UNOFFICIAL COPY

6. The terms and purposes of this promissory note contain all the knowledge of the maker and payee in the above-stated voluntary creation under the Federal Bankruptcy Act, as such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy, insolvency, reorganization, or reorganization or under any state bankruptcy or insolvency act, or the discharge in an involuntary proceeding admitting insolvency, or inability to pay debts, or if it does not and fails to obtain a vacation or stay of involuntary proceeding brought on the reorganization, dissolution, or liquidation of Borrower, or if mortgagor shall be adjudged bankrupt, or if trustee or receiver shall be appointed for Borrower, or mortgagor's property, or if the Predecessor shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if the Borrower shall make an assignment for the benefit of his creditors, or if there is an attachment, execution, or other judicial seizure of any portion of mortgagor's assets, and such seizure is not discharged within ten days, then Holder may, at Holder's option, declare all of the sums named by this mortgage to be immediately due and payable whether or not the same is called for, and Holder may invoke any remedy permitted by Sections 79 and 79 of this instrument. Any attorney fees and other expenses incurred by Holder in connection with mortgagor's bankruptcy, or any of the other aforesaid events, shall be additional indebtedness, or amounts secured by this mortgage pursuant to Paragraph 24 and 25 hereof.
7. This mortgage shall be governed by the law of the jurisdiction in which the Predecessor resides. In the event that any provision of this mortgage or the documents accompanying it is held to be invalid, such conflict shall not affect other provisions of this mortgage or the date which can be given effect without the conflicting provision, and to this end the provisions of this instrument and the notes are declared to be severable. In the event that any applicable law shall limit the amount of interest or other charges permitted to be collected from mortgagor, it is intended that any clause provided for in this mortgage or in the note, whether expressed explicitly or together with other charges levied in connection with the mortgage and the date, violate such law, and notwithstanding anything to the benefit of such law, such clause is hereby reduced to the extent necessary to eliminate such violation. The amounts, if any, previously paid or allowed in excess of all the amounts owing to Holder pursuant to such charges or interest shall be applied by Holder to reduce the amount of the indebtedness evidenced by this note, for the amount of the original debt, as will be shown by holding the amount of principal or other charges or interest so paid or allowed to have accrued as of the date due which is covered by the instrument or evidenced by the note, and which has been unpaid, as well as all other charges levied in connection with this holder's debt, which amounts unpaid shall be deemed to be accrued as of the date of the instrument or evidence by the note, less amounts paid or applied by the holder to reduce the amount of the original debt, and so long as shall be required to satisfy the holder's debt.

6262573

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

RECEIVED  
MAY 2 1983  
CLERK OF THE COURT  
BUREAU OF LAND MANAGEMENT  
FEDERAL LAND POLICY  
DIVISION OF PUBLIC LANDS  
U.S. DEPARTMENT OF THE INTERIOR  
1849 C STREET, N.W.  
WASHINGTON, D.C. 20580  
TELEPHONE 202-453-1300

58. nothing herein serves the intent to affect my status as a holder of the Note or the enforcement of the Note or the Mortgagor's obligations under it to enforce the Note, or my other obligation created by the Note.
59. notwithstanding the existence of any other security interests in the Project held by Holder or by any other party, Holder shall have the right to determine the order in which any or all of the proceeds shall be applied to the amounts provided herein. Holder shall have the right to determine the order in which any or all actions of the indebtedness created hereby are satisfied from the proceeds received upon the exercise of any remedy provided herein. Notwithstanding my party who consents to this Note, and my party who now or hereafter acquires a security interest in the Project, and who has acted or omitted to give notice hereof hereby waives my and his right to require the marshalling of assets in connection with the collection of any of the remedies permitted by applicable law or provided herein.
60. notwithstanding my consent with the covenants and conditions of the Construction Loan Agreement, if my which is hereby incorporated by reference is and will be part of this Note, All advances made by Holder pursuant to the Construction Loan Agreement shall be indebtedness in so far as reduced by the foregoing, and such advances may be obligatory as provided in the Construction Loan Agreement. All funds disbursed by Holder prior to completion of the improvements to maintain the integrity of this Note up to the principal amount of the note shall be treated as disbursement pursuant to the Construction Loan Agreement. All such sums shall bear interest from the date disbursed or the date stated in the Note, unless a collection term or interest rate higher than that set forth in the Note is contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Holder under applicable law and shall be payable upon notice to Holder to demand payment thereon, from time to time as holder deems necessary to protect Holder's interest, and shall stand upon a quid pro holder creature and deliver to Holder in such form as Holder shall direct, and receipt of my and his rights, or claim which relate to the construction of the Project, and shall not waive any right to pay party supplying, or who has supplied labor, materials, or services in connection with construction of the Project, to whom my by incorporation of the covenants and conditions of the Construction Loan Agreement, Holder and Holder's assigns, shall be liable every sum he receives, or may receive, or the right or remedy provided in the Project, or may receive, or the right or remedy provided in the Note, or the Construction Loan Agreement, may be liable, incurred in respect of the Note, or the Construction Loan Agreement, or any expense incurred in respect of the Note and the Noteholder.

61. nothing herein affects the rights of Holder under the Note and the Noteholder.

92629C73

# UNOFFICIAL COPY

9 26 1996

100% of the original document  
and is not to be used for any other purpose.

For use of the original document, contact the  
Benton County Assessor's Office.

100% of the original document, contact the  
Benton County Assessor's Office.

b7

3. Beneficiaries, for the purpose of this mortgage, having knowledge of any of the beneficiaries and mortgagor agree that, unless otherwise specified or required, the following terms shall have the meaning herein specified:
1. "Hazardous material" shall mean anything "dangerous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. section 9601 et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) any chlorinated hydrocarbon, each any substance and presence of which on land or water is prohibited by any governmental requirement; and (e) any other substance which by any governmental requirement requires special handling in transportation, storage, treatment, or disposal;
  2. "Hazardous Contamination" shall mean the contamination (whether present, existing or hereafter occurring) of the surface soil, subsurface soil, ground water, air, or other elements of or on the Premises by Hazardous materials or the contamination of the buildings, facilities, soil, ground water, air, or other elements, or any other property in a result of Hazardous materials at any time (whether before or after the date of this warranty), emanating from the Premises;
  - b. Mortgagor, Mortgagor and his beneficiaries hereby represent and warrant that no Hazardous Materials are now located on the Premises and that neither mortgagor (his beneficiaries nor any other person) has ever caused or permitted any Hazardous materials to be placed, held, located, or disposed of on, under, or at the Premises or any part thereof, so far as the Premises have ever been used in a manufacturing, storage, or disposal operation; heretofore, and in any part of the Premises affected by the above described contamination, no person (and his beneficiaries) further represent and warrant that no one beneficiary (hereinafter referred to as "mortgagor" and "beneficiary") from time to time, so directed, shall provide a disclosure statement under and pursuant to section 102 of the Truth-in-Lending Act, 12 U.S.C. section 1414 ("TILA"), 12 U.S.C. section 1415, para. 301, et seq.
  - c. Mortgagor, Lender, the Company, and its beneficiaries agree to take all steps to the extent practicable upon the Purchaser's application for a mortgage on the Premises, to require the Purchaser to pay the Purchaser's attorney fees and costs, and to furnish the Purchaser with a full description of the documents required to work any Government requirement regarding the Company's participation in the sale of the Premises, and to furnish the Purchaser with a copy of the Company's Uniform Residential Sales Contract and provide information concerning the Company's rights or obligations under the Company's Uniform Residential Sales Contract, and to provide such information to the Purchaser at least 30 days prior to closing for the Purchaser, with

92628573

# UNOFFICIAL COPY

RECEIVED  
MAY 10 1991  
COOK COUNTY CLERK'S OFFICE

chond letter of credit or similar financial arrangement, by any of the above named entity or institution after the necessary information has been furnished by the lessor of employing, treating, or disposing of such hazardous materials or dangerous materials, containing and discharging any hazardous waste which may be set aside or on the premises as a result thereof.

- d. Site Assessments: Surveys (by its officers, employees, and agents) it may conduct from time to time, either prior to or after the occurrence of a Event of Default, may conduct but the services of persons ("Site Reviewer") to perform environmental site assessments ("Site Assessment") on the premises for the purpose of determining whether there exists on the Premises any environmental condition which could result in any liability, cost of expense to the owner or occupant of such Premises, arising under any state, Federal or local law, rule, regulation relating to dangerous materials, the Site Assessment may be performed at any time or when a reasonable notice, cost and reasonable coordination, established by Mortgagor which do not impede the economy of the Site Assessment. The Site Reviewer may by authorizing to enter upon the Premises for such purposes.

The Site Reviewer is further authorized to use the tools, maps and heavy equipment necessary for environmental surveys on the premises and to obtain from us and each other tenant on the Premises, as may be necessary to conduct the Site Assessment. In the eventable holding of the Site Reviewer, Mortgagor will supply to the Site Reviewer such information and operational information regarding the Premises as may be reasonably requested by the Site Reviewer relating to the Site Assessment and will make available for meeting with the Site Reviewer appropriate personnel having knowledge of such matters as the request, and cause the same to be readily available to such Site Reviewer fully enabled to inspect and/or take samples of materials, if any at the direction of the Site Assessment and the determination of tasks to the Site Reviewer. The cost of performing such Site Assessment will be borne by the lessee and tenant for property and by the lessor for the equivalent amount of income disturbance caused by this inspection.

- e. Indemnification: Release of whether any Site Assessment are conducted by another, any fact of which shall have occurred and he causing to be or caused to connect of the Premises are exercised by Mortgagor, its successors and its assigns, Lender, Indemnify and hold harmless from and to the Site Reviewer, including without limitation, but not limited to, damages, costs, losses, expenses, claims, and all other amounts, expenses, attorney's fees, and costs of judgment, and all other expenses, including but not limited to, which may now or in the future arise, relating to, but which do not, willfully or otherwise, in the Site Assessment, except as the same shall have, in fact, and can be shown, been caused by the Site Reviewer, or by the lessor or successor by reason of the acts or omissions of the Site Reviewer, or by any other person or persons, and the Site Reviewer shall not be liable for any such damage, loss, expense, claim, or cost, except as herein provided.

92629673

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

9 2 6 : 9 6 3

- et, the prevalence or in order of the escape, ~~occurred before~~ <sup>or before</sup> a  
spill, discharge, emission, discharging or escape, ~~or before~~ <sup>or before</sup> the underground  
facilities or my boundary, barrier, or boundaries ~~prevented~~ <sup>or prevented</sup> leakage of any of the  
contamination or if the one of or result from the ~~occurred~~ <sup>or occurred</sup> contained  
condition or the premises or the applicability of any  
contamination or prevention relating to boundary material  
the other ~~occurred~~ <sup>or occurred</sup> condition, CERCLA or any unenacted federal  
state or local "Superfund" or "Superfund" laws, statute, law,  
ordinance, code, rule, regulation, order or decree) regardless  
of whether or not caused by or within the control of defendant.  
The covenants, covenants, covenants, and warranties contained in the  
Section of this shall survive the release, discharge, satisfaction,  
and/or cancellation of this instrument, and/or judgment date of  
the record deed or other conveyance.
5. notwithstanding Removal of the above materials, defendant shall have  
the responsibility and obligation without in any way limiting  
but not limited to, the right and remedies under the mortgage, to enter  
onto the Premises or to take such other actions as it deems necessary  
or advisable to clean up, remove, resolve, or mitigate the impact of,  
or otherwise deal with, any damages, effects or by products, materials  
contamination on the Premises following receipt of my notice from my  
agent or attorney indicating the existence of any damage, material or  
dangerous condition or contamination per article 10 the Premises, or my  
agent the most likely of time could make by my order, suit,  
action or otherwise on the Premises or other action and/or  
which, in defendant's sole opinion could jeopardize a mortgagee's  
security under the mortgage. All reasonable costs and expenses,  
including attorney's fees, paid or incurred by defendant for the  
execution of my agent's orders shall be paid by defendant and  
shall be unpaid by defendant and my agent until payment in full  
therefor.

92623673

# UNOFFICIAL COPY

for my signature and acknowledgement.

I, Ginger D. Tracz, the undersigned Notary Public, do solemnly swear and declare that I have personally known the undersigned Notary Public, Erika Schmidt, for a period of one year or more and that she has given me no reason to believe that she is not the person described in the foregoing instrument and has signed and sealed the same in her personal knowledge of my own personal knowledge of my of the true and accurate execution of the same.

of August 18, 1992.

DEERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT DATED JULY 24, 1992 AND KNOWN AS TRUST NUMBER 295

(Name of trustee and number of trust)

By: David Mullins Executive  
(Signature) David Mullins, Vice President

(Name and Title)

Attest:

Ginger D. Tracz  
Notary Public

DEERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION  
(Name and Title)

(Seal)

STATE OF ILLINOIS

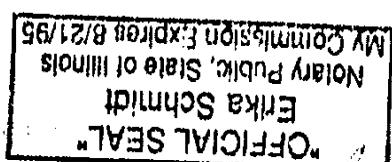
COUNTY OF LAKE

The undersigned, a Notary Public for Lake County, Illinois, certifies that David Mullins, the Vice President of DEERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION, the above-named corporate trustee, and Ginger D. Tracz, the Assistant Secretary of such trustee, who are personally known to me by the same persons whose names are subscribed to the above instrument in such capacities on behalf of the corporation, personally appeared before me this day and severally acknowledged the same signed and delivered the foregoing in their present and as the true act of each respective party to such instrument and not Notarially so much as the Assistant, they affirms, acknowledge, and claim in relation thereto, to the best of their knowledge, except as set forth in the instrument, their free and full intent and understanding, and for the reasons set forth therein.

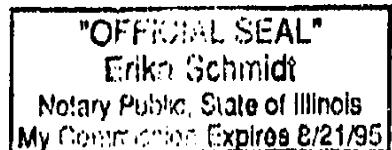
Given under my Notarial seal this 18th day of August, 1992 at Deerfield.

3262373

Erika Schmidt  
Notary Public



August 24, 1992



# UNOFFICIAL COPY

9 2 6 2 9 5 / 5

This is a copy of the original.

## Parcel 1:

Lots 17, 18, 19, 20, 21, 22, 23 and 24 (except those parts of said lots taken for widening streets) in Block 8 in Mares, White and Company's West 22nd Street and 17th Avenue Subdivision of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois (excepting therefrom that part taken by condemnation in Superior Court Case 57 S. 14053 Parcel Nos. 89, 90, 91, 92 and 92A in Cook County, Illinois).

## Parcel 2:

Lots 13, 14, 15 and 16 (except the East 17 feet thereof) in Block 8 in Mares, White and Company's West 22nd Street and 17th Avenue Subdivision of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

## Parcel 3:

The East 1/2 of the vacated alley lying West and adjoining Lots 13, 14, 17 and 18.

PTN: 15-22-314-017 and 15-22-314-018 and 15-22-314-019 and 15-22-314-020 and 15-22-314-021 and 15-22-314-022

P.L.P.

This document was received by, and is held by:

Property Owners  
Assn. of Lakeview and Lincoln Association  
The Reservoir Group  
Scripps Field Apartments - 1000 N

MAIL  
TO

926-3573