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Loan #1080103/90

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DEERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION
795 Deerfield Road
Deerfield, Illinois 60015

This document is a copy of the original document filed in Cook County, Illinois, on 08/25/92. The undersigned hereby certifies that this is a true and correct copy of the original document. The undersigned has no knowledge of any of the contents of this document.

MORTGAGE

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
745 DEERFIELD ROAD, DEERFIELD, ILLINOIS 60015

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 instalments: 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 inapplicable 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 of interest only.~~

iii. ~~_____ payments of principal (U.S. \$ _____ each) plus interest accrued to the date of payment.~~

h. Unpaid balance of principal and interest, (and all other sums, if any, due and owing to the mortgagee pursuant to the terms of this mortgage on the date it becomes a non-recourse debt) to be paid in full by

September 1

XX 2002, the "Maturity Date" subject to the following conditions:

Holder's "Call Option" DEPT-01 RECORDING to be \$85.00
: T62222 TRAN 6937 08/25/92 13:17:00
: *2275* *629673

: *2275* *629673
COOK COUNTY RECORDER

92629673

Land title XL-112575-C/39377

\$500 x
Maid

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This document is based solely upon information and facts as obtained to best of the knowledge of the undersigned. The undersigned does not know of any of the facts herein contained.

Such copy shall be used to become fixtures on the Premises which are located at:

9200 West Cermak Road, Broadview, Illinois 60153-4772

the record owner of the Premises is the mortgagee

2. The mortgagee/Grantor herein, the "mortgagee" or "Grantor" or "Borrower") herewith and together with, conveys, and warrants to Springfield Federal Savings and Loan Association therein, the "Mortgagee" 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 this mortgage.

Mortgagee covenants that mortgagee is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey, and assign the Premises, and if the mortgage is on a leasehold, the ground lease is in full force and effect without modification, except as noted above, and without defect by the part of either lessor or lessee thereunder, that the Premises is unencumbered and that mortgagee will warrant and defend generally the title to the Premises against all claims and demands, subject to any encumbrances and restrictions listed in a schedule of exceptions to coverage by any title insurance policy or certificate of title insuring mortgagee's interest in the Premises.

3. The mortgage includes in this document:

a. The benefits of any encumbrances appurtenant to said real estate, and any other rights, title(s), or interest(s) benefiting the same.

b. Any improvements and fixtures (including those referred to in section 2) owned by the mortgagee and now or hereafter acquired or installed on the Premises, including but not limited to all buildings, improvements, and attachments, now or hereafter erected on the property, and all hereafter or hereafter vacated alleys and streets abutting the property, and all rights, appurtenances, rents, royalties, claims, claims and obligations and profits, water, water rights, moorings, stock, equipment, and all fixtures, machinery, equipment, contents, holdings, including stock, building and other improvements, and goods of every nature whatsoever, now or hereafter located in or on, or used in, or intended to be used, in connection with the property, and all machinery, tools, fixtures, and other equipment for the purpose of improving or maintaining the property, including electric, gas, water, fire, and light, and all other improvements, and all other machinery and equipment, fire, or ventilation, and other heating and air conditioning and other equipment, and all other improvements, including water heater, water, gas, and other equipment, including but not limited to, dishwashers, disposal, and other kitchen appliances, range, window, doors and other improvements, including but not limited to, air conditioning, and certain rods, and all other improvements, including but not limited to, floor coverings, carpeting, and other improvements, and all other improvements, all of which, together with the improvements and equipment, and additions thereto, and the fixtures, and other improvements, and all other real property appurtenant thereto, shall be deemed to be included together with

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... of the ...
... of any of the ...
... of the ...

... the proceeds of the ... in the event ... of any of the ...
... (as hereinafter) are herein referred to as the ...

9. In addition to the payments otherwise called for herein and under the Note, the undersigned will pay to the Holder (herein, as "Holder") of the Note an amount equal to the total of all general and special real estate taxes and assessments, all levies, charges, and assessments by any governmental or municipal authority, the yearly ground rent, if any, the yearly premium installments for any other insurance, if any, and all premiums for insurance of the kind specified herein, relating to the Premises, on the following terms:

- a. At or before disbursement of the loan, the mortgagor will pay the amount (but not yet payable) amounts of such items to the Holder.
- b. With each regular payment under the Note (or monthly if such payments are not made more frequently than monthly), the mortgagor will pay to the Holder one-twelfth of the annual amount of such items.
- c. If at any time the amount of the funds held by Holder shall be less than the amount deemed necessary by Holder to pay taxes, assessments, levies, charges, rents, 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 per cent of the amount due. In any event, the mortgagor will provide the Holder with sufficient funds to pay off such items in full at least ten days before the various installments thereof first become due.
- d. As such items become due, the Holder is authorized to pay the same, the Holder is not obliged to inquire into the validity or accuracy of the charges made or bills rendered for any of such items, the Holder is not required to advance money for the payment of such items, and the Holder will not incur any liability for anything that the Holder may do or fail to do in connection therewith.
- e. The Holder need not pay interest on any such items made by the mortgagor, and any such items accumulated by the Holder (through an escrow account or otherwise) will not be deemed to have been placed in a trust account for the mortgagor.
- f. In the event of a tax sale or other system of public sale, the Holder may elect to purchase such property, which purchase will be held in trust for the mortgagor, or to make a bid thereon.
- g. A written receipt for any such payment shall be signed by the mortgagor and delivered to the Holder, and the receipt shall be a receipt for the amount so paid.
- h. The mortgagor shall be deemed to have accepted the terms of this agreement by the execution of the Note and the receipt for the amount so paid.

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of the...
...of the...

If the... proceeds are taken... by... will be... applied to payment of all amounts... being... to the mortgagee.

If the... partial... the Holder will... whether the... proceeds... to be applied to the... secured... the balance will be applied to... principal... the Holder any... outstanding... to... the... In the... event, the balance will be... and... certificates... such... the Holder... the... of an... the... to complete the work... with... to the Holder and prepared by... acceptable...

If the... exceeds the cost of... the surplus will be applied... of the surplus... to the... of any amount...

The... of... of the... of any... the... at... of... the... and may not... of the... to the... mortgagee.

Under... and... in... and... to... or... the... of the... or... the... of such... interests.

Whenever... of any... or... with... under any... of any...

(ii) This portion...

Payment of... to... of... to... of... of... of... of...

Payment of... to... of... of... of... of... of... of...

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for the most favored such upon
the county of Cook, Illinois
the County Clerk of Cook County
of the State of Illinois
of any recorded instrument of interest the
title of which has been contained.

13. The Holder has the right to inspect the Premises at any time to determine whether or not a default then exists.
14. Despite the above said provision heretofore and without mitigation the applicability of those provisions, the terms of this mortgage will extend to and be binding on any person or entities claiming by or through the Mortgagor, whether or not they have signed the Note or mortgage, but the Holder's dealing with any successor to the Mortgagor will in no way alter the Mortgagor's obligations or the Holder's rights hereunder.
14. a. As used in this paragraph, the word "lease" shall mean "sublease" if the mortgagor is on a leasehold. Mortgagor shall comply with and observe mortgagor'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 hold such attornment to be effective upon Holder's acquisition of title to the Premises; that the tenant agrees to execute such further evidences of attornment as Holder may from time to time request; that the attornment of the tenant shall not be terminated by force or law, and that Holder may, at Holder's option, accept or reject such attornment. Holder, without Holder's written consent, shall not, without Holder's written consent, execute, modify, reconsider, or terminate, 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, except an amendment or substitution of such a lease without Holder's written consent or request of consent to the subordination of any lease of all or any part of the Premises to any lease subordinate to this mortgage. If mortgagor becomes aware that any tenant proposes to do or is doing any act or thing which may give rise to any right of set off against rent, mortgagor shall take such action as shall be reasonably calculated to prevent the accrual of any right to set off against rent, and shall within five days after such accrual reimburse the tenant who shall have received such set off. In addition, any such other set off shall be immediately discharged and paid, and the tenant shall thereafter be held to continue to pay rent without set off or deduction.
14. b. As further security for the mortgage, as far as to the Holder, the benefit of any lease and other agreements shall inure to the use or occupancy of the Premises, whether or not written, now existing or hereafter executed, which shall not be assigned in any foreclosure sale, and in addition, in the event of any benefit or advantage arising from any such lease, the Holder will have, in addition to the benefit of such lease and other agreements provided for in the mortgage.

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- i. The Holder may immediately commence collection of all rents and other monies due from the Premises, whether or not the mortgagee has previously taken any action in connection with the execution hereof or thereafter, and regardless of when the same may have been earned.
 - ii. The Holder may take any action that the Holder deems appropriate in connection with the Premises, and specifically, may purchase, lease, liability, rent, or other insurance, pay taxes, terminate or modify existing or future leases, and let and relet the Premises or any part thereof in the Holder's absolute discretion. The term of any such lease may be for such period as the Holder may determine, in the Holder's absolute discretion, and is not limited by any redemption period or by the anticipated duration of any default.
 - iii. The Holder may bring or defend any suits for collection of rents, or for recovery of damages, or otherwise in connection with this mortgage, in the Holder's own name or the name of the mortgagee.
 - iv. The Holder may make any repairs or improvements, whether or not the cost of the same may be paid from current rents, as the Holder may deem appropriate.
 - v. The Holder may do anything in and about the Premises that the mortgagee could do, and the mortgagee hereby certifies and confirms that the Holder may do hereunder. It being recognized that the holder will act hereunder only in the event of a default, and may so act at any time during the continuance of any default.
 - vi. The Holder will be entitled to a management fee hereunder of 5% of the gross rental income 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 such fees and expenses from rents from the Premises, and any remaining amount of such fees and expenses not so recovered by this mortgagee may remain as such until they are paid by the holder, in its discretion, in order of priority to any other liability secured by this mortgage.
 - viii. The holder may, from time to time, include or cause to include any action permitted to the holder hereunder.
- If the mortgagee in exercise hereof of the power at the time the same is exercised, under this section, the mortgagee will pay or cause to be paid to the mortgagee or the mortgagee's attorney-in-fact, on the date of the recording of the mortgage, or on the date of any subsequent recording of the mortgage, the amount of any such fees and expenses as may be necessary and due under the

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The holder of the mortgage shall promptly...
advance on the first day of each month...
elect to proceed under this section, such failure will in and
of itself automatically constitute a forcible entry and detainer
with the result that the Holder may in its own name and without
any notice or demand...
and obtain possession of the Premises.

x. 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 completion of the period of redemption (if the
Premises were sold on foreclosure), or (ii) relinquishment by the
Holder of the mortgage hereunder if the Premises were not sold.

c. Upon delivery of written notice by Holder to mortgagor of the breach
by mortgagor of any covenant or agreement of mortgagor in this
mortgage, and without the necessity of Holder entering upon and taking
possession of the premises in person, by agent, or
by court-appointed receiver, Holder shall immediately be entitled to
possession of all rents and revenues of the premises as specified in
this Section as of the date same become due and payable, including, but not
limited to, rents due and unpaid, and all such rents shall
immediately upon delivery of such notice be held by mortgagor as
trustee for the benefit of Holder only; provided, however, that the
written notice aforesaid to mortgagor of the breach by mortgagor shall
contain a statement that Holder exercises its right to such rents.
Mortgagor agrees that commencing upon delivery of such written notice
of mortgagor's breach by Holder to mortgagor, each term of the
Premises shall have such rents payable to and pay such rents to holder
or holder's agent or holder's written demand to each term, delivery
delivered to each tenant personally, by mail, or by delivery to
dwelling, to each tenant, and without any liability on the part of said
tenant to inquire further as to the existence of a default by
mortgagor.

d. Mortgagor hereby covenants that mortgagor has not executed any other
assignment of rents, and that mortgagor has not executed and will not execute any
instrument which would deprive Holder from the benefit of such rents under
this section, and that at the time of execution of this mortgage here
in, mortgagor has not executed or approved of any of the rents of the
Premises for more than two months prior to the date hereof, and
that mortgagor covenants to the holder, her heirs and assigns to collect
or cause to be collected any rents of the Premises more than two months
prior to the date hereof, and to pay the same to the holder or to the holder's
agent or to the holder's written demand to each tenant, and further
that mortgagor covenants and warrants that the holder or holder may from
time to time...

and the holder shall not be bound by any assignment of the same in
any instrument executed by mortgagor or any of its heirs, assigns or
successors, and the holder or holder's agent or holder's written demand

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without notice. It is not intended
to be used for any purpose other than
for informational purposes only.

any other right or remedy as holder under the provisions
provided herein.

1. This instrument of conveyance of the Premises shall be submitted at such time
as the mortgagee deems to secure indebtedness held by Holder or its
affiliates.
35. The mortgagee warrants to the Holder that this mortgage is prior to the
rights of any parties hereafter in possession of the Premises, and that no
party has any right (whether under a mortgage, action, or contract to
purchase, right of first refusal or otherwise) that would be prior to the
mortgagee's rights hereunder. (This Section does not apply to
certain limited general real estate taxes and assessments.) If this
mortgage is executed by trustee, said warranty shall be deemed made by the
beneficiaries of the trust and each of them.
36. No action for enforcement of the provisions of any provisions hereof will be
subject to any defense that would not be good and available to the party
incurring the debt or liability secured hereby.
37. The terms hereon which bind upon and will inure to the benefit of the
successors and assigns of the mortgagee and the beneficiaries respectively
subject to the provisions of Section 15 hereof.
38. If the mortgage is executed by:
- a. This mortgage is executed not on behalf but solely in each trustee in
the exercise of its power and authority conferred on and vested in the
mortgagee in each trustee.
 - b. Nothing herein or in the state secured hereby will create any liability
on the trustee personally to pay the Note, or to perform any covenant
of the Note or of this mortgage, all such general liability being
waived by the Holder, and every person now or hereafter claiming any
right to security hereunder except that each trustee expressly
warrants that:
 - i. It possesses full power and authority to execute this mortgage
and the Note it secures;
 - ii. The same will fully and primarily exempt it and any other
beneficiaries hereunder with their trusts;
 - iii. If the mortgage is a corporate trustee, be advised in Section
15 hereof to execute this mortgage and the Note and deliver in
accordance with its terms.
39. The Holder agrees to pay the taxes and assessments levied on the Premises
of the parties to this mortgage and any other party to this mortgage.

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39. The mortgagee hereby waives any and all claims of recovery from this mortgagee under any policy, contract, or judgment of force majeure with respect to any of the mortgagee, on the one hand, *own behalf* and on behalf of *each and every* person having any interest in or title to the premises subsequent to the date hereof.
40. The mortgagee hereby waives any and all rights of reinstatement under any applicable law on the mortgagee's *own behalf* and on behalf of *each and every* person having any interest in or title to the premises subsequent to the date hereof.
41. Except for any notice required under applicable law to be given in another manner, any notice to the holder may be delivered to the holder (a) based on Federal Highway and Loan Association, at the address shown above, or at any other address as the holder may designate.
42. Except for any notice required under applicable law to be given in another manner, any notice to the mortgagor may be mailed or delivered to the mortgagor at the address shown at section 1 above.
43. Any notice which is deemed to have been received by the mortgagor:
 - a. If delivered, when delivered.
 - b. If mailed, three days after an envelope containing the same, and bearing sufficient postage, addressed as provided hereinafter, was sent by registered mail, certified first class mail from a U.S. Post Office in Springfield or Chicago, Illinois, or in the city in which is located the mortgagor's mailing address.
44. Any such address may be changed on written notice, as provided herein.
45.
 1. All of the rights of the holder hereunder and in addition to those that the holder has as a matter of law, or pursuant to any other agreement with any person.
 2. Each remedy of the holder provided in this mortgage, including, but not limited to, all other rights or remedies under this mortgage, or provided by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.
 3. Exercised for any rights hereunder, including any action provided for herein, either directly or through its employees, agents, or independent contractors or in that order by itself.
46. The mortgagee shall be a beneficiary of the insurance and available if the mortgagee is named as a beneficiary under any of the laws, and are not subject to the above provisions.
47. The mortgagee shall be a beneficiary of the insurance and available if the mortgagee is named as a beneficiary under any of the laws, and are not subject to the above provisions.

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56. In any case, the purposes of this paragraph "mortgage" shall also refer to those persons and entities set forth in paragraph 14(d) hereof. Borrower shall voluntarily file a petition under the Federal Bankruptcy Act, or such Act may from time to time be amended, or under any similar or successor Federal statute relating to bankruptcy in any way, arrangement, or reorganization, or under any of the bankruptcy or insolvency laws, or the laws of any state or territory or proceeding relating to insolvency, or liability to pay debts, or if borrower shall fail to obtain a vacation of stay of involuntary proceeding brought for the reorganization, dissolution, or liquidation of borrower, or if borrower shall be adjudged a bankrupt or if a trustee or receiver shall be appointed for borrower, or borrower's property, or if the Premises shall become subject to the jurisdiction of a Federal bankruptcy court or similar state court, or if borrower shall make an assignment for the benefit of creditors, or if there is an attachment, execution, or other judicial process of any portion of borrower's assets, and unless and until the discharge is within ten days, then Holder may, at Holder's option, declare all of the sums secured by this mortgage to be immediately due and payable without notice to borrower, and Holder may invoke any remedies permitted by Sections 50 and 51 of this mortgage. Any attorney's fees and other expenses incurred by Holder in connection with borrower's bankruptcy, or any of the other aforesaid events, shall be additional indebtedness as provided by this mortgage pursuant to Paragraph 24 and 25 hereof.

57. This mortgage shall be governed by the law of the jurisdiction in which the Premises is located. In the event that any provision of this mortgage or the laws conflict with applicable law, such conflict shall not affect other provisions of this mortgage or the laws which can be given effect without the conflicting provisions, and to this end the provisions of this mortgage and the laws are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from borrower is interpreted so that any charges provided for in this mortgage or in the note, whether court or non-court, and together with other charges levied in connection with this mortgage and the note, violate such law, and borrower is entitled to the benefit of such law, such charges shall be reduced to the extent necessary to eliminate such violation. The amount, if any, previously paid to Holder in payment of the amount payable to lender pursuant to such charges as reduced shall be applied by Holder to reduce the amount of the indebtedness evidenced by the note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from borrower is violated, all indebtedness which is secured by the mortgage or evidenced by the note and which constitutes a payment as well as any other charges levied in connection with this mortgage and the note shall be deemed to be included and applied over the period of time of the date of the mortgage and the date of the note and all other charges shall be deemed to be included in such amount. The amount of the indebtedness evidenced by the note shall be deemed to be the amount of the indebtedness evidenced by the note.

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9. 2. 2013

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37. Mortgagor hereby waives the right to assert any defense or claim to the enforcement of the lien of this mortgage, or to any action brought to enforce the debt, or any other obligation secured by this mortgage.

38. Notwithstanding the existence of any other security interests in the Premises held by Holder or by any other party, Holder shall have the right to discharge the order in which any or all of the premises shall be subject to the remedies provided herein. Holder shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of any remedies provided herein. Mortgagor, any party who consents to this instrument, and any party who now or hereafter acquires a security interest in the Premises, and who has actual or constructive notice hereof hereby waives any and all right to require the marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

39. Mortgagor agrees to comply with the covenants and conditions of the Construction Loan Agreement, to which is hereby incorporated by reference to and made a part of this mortgage. All advances made by Holder pursuant to the Construction Loan Agreement shall be indebtedness in accordance with the terms of the mortgage, and such advances may be obligatory as provided in the Construction Loan Agreement. All sums disbursed by Holder prior to completion of the improvements to protect the security of this mortgage up to the principal amount of the debt shall be treated as disbursement pursuant to the Construction Loan Agreement. All such sums shall bear interest from the date of disbursement at the rate stated in the debt, unless collection from mortgagor of interest at such rate would be contrary to applicable law. In which event, such amounts shall bear interest at the highest rate which may be collected from mortgagor under applicable law and shall be payable upon demand by Holder to the amount remaining unpaid thereon. From time to time it shall be deemed necessary to protect Holder's interest, mortgagor shall upon request of holder execute and deliver to holder in such form as holder shall direct, assignments of any and all rights or claims which relate to the construction of the premises, and shall wherever any have a right, any party supplying or who has supplied labor, materials, or services in connection with construction of the premises. It is agreed by the mortgagor of the covenants and conditions of the Construction Loan Agreement, Holder or holder's assignee, with or without any other party, to enforce the rights and remedies provided in the Construction Loan Agreement. If any mortgagee the sum secured by this mortgage and hereby made payable, provided in Section 21 hereof, or will not do so, the mortgagor consents to the assignment of the sum to the lender or to the lender's assignee by Holder, and the lender shall be deemed to be a party to the mortgage, and the lender shall be deemed to be a party to the mortgage, and the lender shall be deemed to be a party to the mortgage, and the lender shall be deemed to be a party to the mortgage.

40. Mortgagor hereby agrees to defend, maintain and prosecute the title to the Premises.

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information and take appropriate
time well before the day of recording
of the above said trust. The undersigned
has the personal knowledge of any of the
facts or circumstances herein contained.

1. Beneficiaries for the purpose of this mortgage and mortgagee agree that, unless the context otherwise specifies or requires, the following term shall have the meaning herein specified:

- i. "Hazardous material" shall mean (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 9901 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; and (e) any substance and presence of which on the premises is prohibited by any governmental ordinance; and (f) any other substance which by any governmental Requirement requires special handling in its collection, storage, treatment, or disposal.
- ii. "Hazardous materials contamination" shall mean the contamination (whether present, existing or hereafter occurring) of the improvements, facilities, soil, ground water, air, or other elements on or of the Premises by hazardous materials or the contamination of the buildings, facilities, soil, ground water, air, or other elements on or of any other property as a result of hazardous materials at any time (whether before or after the date of this mortgage) emanating from the Premises.

b. Mortgagee's Warranties. Mortgagee (and its beneficiaries) hereby represents and warrants that no hazardous materials are now located on the Premises and that neither mortgagee (and its 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. In and on the Premises has ever been used as a manufacturing, storage, or dump site for hazardous materials on any part of the Premises affected by the hazardous materials contamination as aforesaid and its beneficiaries hereby further represent and warrant that it and its beneficiaries have to date a disclosure and provide a disclosure document under and pursuant to Section 103 of the Illinois Responsible Property Transfer Act ("IRPTA") (115 Ill. Rev. Stat., Ch. 30, para. 103) et seq.

c. Mortgagee's Covenant. Mortgagee (and its beneficiaries) agrees to pay the amount of any and all taxes immediately upon the mortgagee's liability to pay the same, or any other taxes levied on the Premises or on any improvements thereon. Contamination with a full description of the same shall promptly comply with any governmental Requirement regarding the removal, containment, or abatement of such contamination, including the removal, containment, or abatement and provide notification, including the removal, containment, or abatement and the provide a disclosure document under and pursuant to Section 103 of the IRPTA, et seq. as required by the ordinance with

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...shall be held liable for any of the...
...the mortgagee's construction that the...
...the cost of removing, treating, or disposing of such hazardous...
...material or hazardous materials, containing and discharging any...
...substances which may be established on the Premises as a result...
...thereof.

- d. The Assignments (through its officers, employees, and agents) at any time and from time to time, either prior to or after the occurrence of a Event of Default, may contract for the services of persons (the "Site Reviewer") to perform environmental site assessments ("Site Assessments") 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 occupier of such Premises, or any state, Federal or local law, rule, or regulation relating to hazardous materials. The Site Assessment may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by mortgagee which do not limit the performance of the Site Assessment. The Site Reviewer is hereby authorized to enter upon the Premises for such purposes.

The Site Reviewer is further authorized to perform both above and hereby given authority to environmental damage on the premises of Hazardous Materials on the Premises and such other terms on the Premises as may be necessary to conduct the Site Assessment in the reasonable opinion of the Site Reviewer. Mortgagee will supply to the Site Reviewer such information and operational information regarding the Assignments may be reasonably requested by the Site Reviewer to facilitate the Site Assessment and will make available for meetings with the Site Reviewer, appropriate personnel having knowledge of such matters. Mortgagee, upon receipt of the results of such Site Assessments, fully available to mortgagee and prior to an Event of Default, may at its discretion, but not its reasonable procedure, in the direction of such Site Assessments and the development of tasks of the Site Reviewer. The cost of performing such Site Assessments shall be paid by the Assignments, and any liability or obligation on this subject shall remain the responsibility of the Assignments.

- e. Indemnification. Regardless of whether any Site Assessments are conducted hereunder, any Event of Default shall have occurred and be carried by the Assignments in respect of the obligations exercised by mortgagee hereunder and the Assignments shall be held liable, including mortgagee's liability, for any and all claims, damages, including reasonable attorneys' fees, and other costs, including reasonable costs of defense, which may be incurred by mortgagee or any other party in connection with the performance of the Site Assessments and the development of tasks of the Site Reviewer, and any liability or obligation on this subject shall remain the responsibility of the Assignments.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

92629673

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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Signature and acknowledgment.

In Witness Whereof the undersigned borrower has signed this instrument
not individually but jointly as trustee or co-trustee of this _____
of _____ August _____ 19 92 _____ day

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)

WITNESSES:

Ginger D. Tracz
(Name and Title)

GINGER D. TRACZ ASSISTANT SECRETARY
(Name and Title)

(State)

STATE OF ILLINOIS

COUNTY OF LAKE

This instrument is signed by Deerfield Federal Savings & Loan
not individually but solely as Trustee under a certain Trust
Agreement known as Trust No. 295. The Trust
Agreement is a copy of which is attached to this instrument
and the Trustee hereby certifies that the Trust Agreement is
correctly and completely set forth in the instrument and that
the instrument is a true and correct copy of the Trust Agreement
or for the purpose of recording of the instrument and the
Trust Agreement with respect thereto. Any and all personal liability
of Deerfield Federal Savings and Loan Association is hereby
expressly waived by the parties hereto and their respective
successors and assigns.

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 trust, and Ginger D. Tracz the Assistant
Secretary of such trust, who are personally known to me to be the same persons
whose names are subscribed to the above instrument in such capacities on behalf of
the borrower, personally appeared before me this day and severally acknowledged
that they signed and delivered the foregoing as their free act and in the free
exercise of their senses, knowing and understanding the contents of such instrument, and that
they are not under any legal disability, and that they are not acting as agents or
attorneys-in-fact for any other person, all for the purposes set forth therein.

Given under my hand and official seal, this _____ 18th _____ day of
August _____ 92 _____ Deerfield _____ Illinois.

My Commission Expires 8/21/95
Notary Public, State of Illinois
Erika Schmidt
"OFFICIAL SEAL"

Erika Schmidt
(Signature)

"OFFICIAL SEAL"
Erika Schmidt
Notary Public, State of Illinois
My Commission Expires 8/21/95

August 24, 1995

92629873

UNOFFICIAL COPY

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Consolidation of the Parcels.

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 15-22-314-029

P.L.M.

This document was prepared by and sent to:

John A. Blum,
County of Cook Civil Service and Labor Association
274 Dearborn Street
Chicago, Illinois 60601

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