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The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability...

20. Mortgagee's Right of Lien. In any case in which under the provisions of this Mortgage the Mortgagee has a right to maintain foreclosure proceedings, whether before or after the institution of legal proceedings to foreclose the lien hereon...

Although it is the intention of the parties that the assignment contained in this paragraph shall not constitute an assignment of the mortgage, it is expressly understood...

The Mortgagee further agrees to assign and transfer to the Mortgagee all future leases upon all or any part of the premises hereinafter described and to execute and deliver...

Nothing herein contained shall be construed as constituting the Mortgagee in possession in the absence of the taking of actual possession of said premises...

The Mortgagee represents and agrees that no part hereof shall be paid by any person in possession of any portion of the above described premises...

19. Assignment of Lease and Income. To the extent secure by a mortgage secured hereby, Mortgagee does hereby sell, assign and transfer into the Mortgagee all the rents, issues and profits now due and which may hereafter become due...

18. Appointment of Receiver. Upon the filing of a complaint to foreclose this Mortgage, the court in which such complaint is made prior to foreclosure sale...

17. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority...

16. Foreclosure; Expenses of Auction. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise...

15. Acceleration of Indebtedness (Case of Default). If (a) default be made for three (3) days in the due and punctual payment of the Note, or any installment...

14. Foreclosure; Expenses of Auction. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise...

13. Foreclosure; Expenses of Auction. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise...

12. Foreclosure; Expenses of Auction. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise...

11. Foreclosure; Expenses of Auction. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise...

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21. **Application of Income Tax** by Mortgagee. The Mortgagee in the exercise of the rights and powers hereinbefore conferred upon it by paragraph 18 and paragraph 20 hereof shall have full power to sue and apply the laws, rules, issues and profits of the premises to the payment of or in account of the following, in such order as the Mortgagee may determine:

(a) to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable and other compensation and expenses of seeking and procuring tenants and persons to lease and also include the cost of advertising and other compensation and expenses of seeking and procuring tenants and persons to lease); established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(c) to the payment of all repairs, decorations, removals, replacements, alterations, additions, betterments, and improvements of said premises, including the cost of installing or replacing refrigeration and gas or electric stoves, drains, and improvements of said premises, condition as well, in the judgment of the Mortgagee, make it readily rentable;

(d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

22. **Mortgagee's Right of Impoundment.** Mortgagee shall have the right to impound the premises at all reasonable times and access thereto shall be permitted for that purpose.

23. **Late Charge.** In the event the Mortgagee shall, from time to time, accept payment of any installment required on the Note and under the Mortgage which is in arrears, the Mortgagee may collect a "late charge" in the Note to cover the extra expense involved in handling delinquent payments, provided, however, that nothing in this paragraph contained shall authorize the Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

24. **Condemnation.** Mortgagee hereby warrants, warrants and does over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the mortgaged property taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagee to restore or rebuild, in which event the award shall be held by Mortgagee and used to reimburse Mortgagee for the cost of the rebuilding or restoring or improvements on and premises, in accordance with the terms and specifications to be approved by Mortgagee. If the Mortgagee is obliged to restore or replace the damaged or destroyed buildings, improvements under the terms of any lease or license which are or may be prior to the term of this Mortgage and if such taking does not result in condemnation or termination of such lease, the award shall be used to reimburse Mortgagee for the cost of the rebuilding or restoring of buildings or improvements, provided Mortgagee is not then in default under this Mortgage. In the event Mortgagee is required or authorized, either by Mortgagee's action or otherwise, or by virtue of any such lease, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in paragraph 8 hereof for the payment of matured proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagee shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any and all other which may remain out of said award and payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect, out of the proceeds of the award, a percentage on the amount paid, at the same rate as though Mortgagee had elected at the time of such application of proceeds for it. Mortgagee shall have no right of election, at the first succeeding date on which Mortgagee could so elect to pay to the indebtedness in accordance with the terms of the Note secured hereby.

25. **Reimbursement Upon Payment and Discharge of Mortgage.** Mortgagee shall reimburse this mortgagee and the lien thereon by payment and reimbursement upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee as Mortgagee for the preparation and execution of such release.

26. **Giving of Notice.** Any notice which either party hereto may desire to be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Mortgagee at the address designated by such address or to the Mortgagee at its principal office in Chicago, Illinois or to the attention of the Vice President in charge of a branch in which the name and specifying the bank number, or other office place within the United States as any party hereof may desire in writing designating as a place for service of notice, shall constitute service of notice hereunder. Any notice given by the Mortgagee shall be deemed given on the date the same is deposited in the United States mails.

27. **Waiver of Defenses.** No action for the enforcement of the loan or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

28. **Waiver of Statutory Rights.** Mortgagee shall not and will not apply for or award itself or any appraiser, valuator, surveyor, extension of examination laws, or any so-called "Mortgagee's Law", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagee for itself and all who may claim through or under it waives any and all right to have the priority and status concerning the mortgaged property marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. THE MORTGAGEE HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE, PURSUANT TO RIGHTS HEREIN GRANTED, ON BEHALF OF THE MORTGAGEE, THE TRUSTEES AND ALL PERSONS BENEFICIAL INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO, THE PREMISES DESCRIBED HEREIN SUBJECT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.

29. **Mortgagee's Lien for Service Charges and Expenses.** At all times, regardless of whether any lien proceeds have been distributed, it is Mortgagee's intention in addition to any lien proceeds distributed from time to time the payment of any and all loan charges, taxes, charges, liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with the loan to be secured hereby, all in accordance with the application and loan commitment issued in connection with this transaction.

30. **Marshaling of Financial Statements to Mortgagee.** Upon request, Mortgagee shall furnish to Mortgagee, a semi-annual operating statement of income and expense of the mortgaged premises signed and certified by the Mortgagee's beneficiary or trustee.

31. **Survivable Rights.** Each right, power and remedy hereinbefore conferred upon the Mortgagee shall survive the death of any one of the parties to this Mortgage, whether heron or by law conferred, and may be enforced accordingly.

32. **Binding on Successors and Assigns.** The lien of this Mortgage and all of the provisions and conditions contained hereon shall extend to and be binding upon all successors and assigns of the Mortgagee. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named heron, and the holder or holders, from time to time, of the Note secured hereby.

33. **Capitulation.** The covenants and conditions of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

THIS MORTGAGE is executed by the Mortgagee, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and said (Association) hereby warrants that it possesses full power and authority to execute this mortgage, and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on the part of the Mortgagee or on said (Association) (Association) person(s) to pay the Note or any interest thereon, or any indebtedness hereon, except the amount actually advanced in this mortgage loan, which contains or implied herein or express or implied herein contained in being understood and agreed that each of the provisions hereof, however, or to perform any covenant or express or implied herein contained in being understood and agreed that each of the provisions hereof, except the amount actually advanced in this mortgage loan, which contains or implied herein or express or implied herein contained in being understood and agreed that each of the provisions hereof, may be construed in language of a promise or covenant or agreement, all in the ability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagee and the successors and assigns (Association) personally and collectively, the holder or holders of the Note, and the owner or owners of any indebtedness acting hereunder shall look solely to any one or more of (1) the premises hereby conveyed and the rents, issues and profits thereon, for the payment thereof, by the terms of the loan hereby created, in the manner herein set in the Note provided; (2) any other security given to secure said indebtedness; or (3) the personal liability of the guarantor, co-signor, surety or indorser, if any.

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FIRST CHICAGO TRUST COMPANY OF ILLINOIS

IN WITNESS WHEREOF, I, Martin S. Edwards, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Senior Vice-President and its corporate seal to be hereunto affixed and attested by its Trust Officer this 18th day of September, 1992.

FIRST CHICAGO TRUST COMPANY OF ILLINOIS

ATTEST

not personally, but as Trustee as aforesaid

Its Martin S. Edwards
Trust Officer

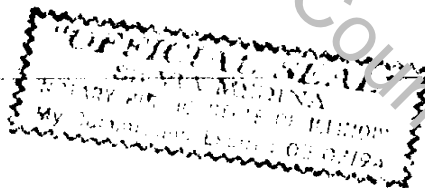
By Martin S. Edwards
Senior Vice-President

STATE OF ILLINOIS)
COUNTY OF Cook) SS:

I, Silvia Medina, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY, that MARTIN S. EDWARDS and Marlo V. Gotanco of said (Corporation) (Association) who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice-President and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said (Corporation) (Association), as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that (he) (she), as custodian of the corporate seal of said (Corporation) (Association), did affix the corporate seal of said (Corporation) (Association) to said instrument as (his) (her) own free and voluntary act and as the free and voluntary act of said (Corporation) (Association), as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of September, 1992.

My Commission Expires:



Silvia Medina
Notary Public

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Continuation of Legal Description

TAX I.D # 05-34-423-024-0000 AND 05-34-423-023-0000

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