

PREPARED BY:

Martin F. Hauselman  
39 South LaSalle Street  
Chicago, Illinois 60603

**UNOFFICIAL COPY**

**WATER TOWER BANK**  
17 North Michigan Avenue  
Chicago, Illinois 60611  
Telephone (312) 440-3000

92849281

**MORTGAGE**

THIS INDENTURE WITNESSETH: That the undersigned, JOSEPH L. DOMBROWSKI

of the City  
of Chicago County of Cook State of Illinois, hereinafter referred to as the Mortgagor, does

hereby Mortgage and Warrant to

**WATER TOWER BANK**, an Illinois Corporation, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

See attached Exhibit "A"

**92849281**

92849281  
WATER TOWER BANK  
17 NORTH MICHIGAN AVENUE  
CHICAGO, ILLINOIS 60611  
TELEPHONE (312) 440-3000

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services and any other thing now or hereafter installed therein or thereon, including, but not limited to, screens, window shades, storm doors and windows, floor coverings, screen doors, built-in beds, awnings, stoves, built-in ovens, water heaters, washers, dryers and disposal units all of which are declared to be a part of said real estate whether physically attached thereto or not.

TOGETHER with the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may hereafter become due under or by virtue of any lease whether written or verbal, or any agreement for the use or occupancy of said property, or any part or parts thereof, which may have been heretofore, or may be hereafter made or agreed in, or which may be made and agreed to by the Mortgagee of all such leases and agreements existing or to hereafter exist for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of such avails, rents, issues and profits, or to secure and maintain possession of said premises, or any portion thereof, and to fill any and all vacancies and to rent, lease or let any portion of said premises to any party or parties, at its discretion, with power to use and apply said avails, issues and profits to the payment of all expenses, care and management of said premises, including taxes and assessments, and to the payment of any indebtedness secured hereby or incurred hereunder.

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under any statute of limitations and under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby release and waive.

Upon payment of the obligation hereby secured, and performance of all obligations under this mortgage and the note secured by it, said note shall be marked paid and delivered to the maker of his assignee, together with his mortgage duly cancelled. A reasonable fee shall be paid for cancellation and release.

**TO SECURE:**

notes

1. The payment of ~~notes~~ and the performance of all obligation therein contained executed and delivered concurrently herewith by the Mortgagor to the Mortgagee in the sum of TWO MILLION AND 00/100

(\$2,000,000.00 Dollars, which is payable

as provided in said note until said indebtedness is paid in full.

2. Any additional advances made by the Mortgagee to the Mortgagor, or its successors in title, prior to the cancellation of this mortgage, provided that this mortgage shall not at any time secure more than FIVE HUNDRED THOUSAND AND 00/100

(\$ 500,000.00 ) Dollars, plus any advance necessary for the protection of the security, interest and cost; and

3. All of the covenants and agreements in said note (which is made a part of this mortgage contract) and this mortgage.

**A. THE MORTGAGOR COVENANTS:**

(1) To pay all taxes, assessments, hazard insurance premiums and other charges when due; (2) keep the improvements now or hereafter upon said premises insured against damage by fire, windstorm and such other hazards or liability as the Mortgagee may require to be insured against, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurance value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale; and in case of loss, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims under such policies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; the Mortgagee is authorized in its discretion to apply the proceeds of any such insurance to the discharge of any obligation insured against, to a restoration of the property or to the indebtedness of the Mortgagor and any application to the indebtedness shall not relieve the Mortgagor from making monthly payments until the debt is paid in full; (3) to apply for, secure, assign to Mortgagee and carry such disability insurance and life insurance as may be required by Mortgagee in companies acceptable to Mortgagee, and in a form acceptable to it, and such life insurance may be required in an amount not in excess of payments necessary to pay the sums secured by this mortgage and such life insurance may be required in an amount not in excess of the unpaid balance of the debt secured by this mortgage; (4) not to commit or suffer any waste of such property, and to maintain the same in good condition and repair; (5) to promptly pay all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien or mechanics or materialmen shall attach to said property; (6) not to suffer or permit any unlawful use of or any nuisance to exist upon said property; (7) not to diminish or impair the value of said property or the security intended to be effected by virtue of this mortgage by any act or omission to act; (8) to appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all cost, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage; (9) that the mortgage premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any governmental board, authority or agency having jurisdiction over the mortgaged premises; (10) not to suffer or permit without the written permission or consent of the Mortgagee being first had and obtained; (a) any use of said property for a purpose other than that for which the same is now used; (b) any alterations, additions to demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property; (c) a purchase upon conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or improvement upon said property; (d) a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property.

(1) That in case of his failure to perform any of his covenants herein, the Mortgagee may do on behalf of the Mortgagor everything so covenanted: that said Mortgagee may also do any act it may deem necessary to protect the lien of this mortgage; and that the Mortgagor will immediately repay any money paid or disbursed by the Mortgagee for any of the above purposes, and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the sale of said premises, if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; that the Mortgage shall not incur personal liability because of anything it may do or omit to do hereunder;

(2) That in the event the ownership of said property or any part thereof becomes vested in a person or entity other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as the Mortgagor, and may forbear to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;

(3) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce an other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of creditors or if the property of the Mortgagor be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, or if the Mortgagor shall sell said property under a contract for deed, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage.

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

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagor, the heirs, legal representative or assigns of the Mortgagor, as their rights may appear.

6. Upon or at any time after the filing of a complaint to foreclose his mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

7. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced, concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee, to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee;

8. That in the event title shall be conveyed to any person or persons, firm, trust or corporation, other than the undersigned or any one or more of them, then the Mortgagee after such transfer of title shall have the right to adjust the annual rate of interest to be paid under the terms of the note secured hereunder. Whenever the Mortgagee, or its successors or assigns, shall increase the rate of interest in accordance with the foregoing provision, it shall give written notice specifying the new rate; and the effective date of any such interest shall be the date of such transfer or conveyance.

See attached Rider for Paragraphs 9 through 11, both inclusive

IN WITNESS WHEREOF, each of the undersigned has hereunto set his hand and seal this 1st day of November, A.D., 19 92.

(SEAL) \_\_\_\_\_ (SEAL)  
JOSEPH L. DOMBROWSKI (SEAL)

STATE OF ILLINOIS

County of COOK

I, the undersigned, a Notary Public in and for said County, in the

State aforesaid, DO HEREBY CERTIFY that JOSEPH L. DOMBROWSKI personally known

to me to be the same person whose name does appear is subscribed to the foregoing

Instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and official seal, this 1st day of November, A.D., 19 92

Notary Public, State of Illinois  
My Commission Expires April 18, 1996

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## RIDER

9. Mortgagor shall not and will not apply for or avail himself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for himself and all who may claim through or under him waive any and all rights to have the property and estates comprising the mortgaged property marshalled upon any foreclosure of the lien hereof and agree that any court having jurisdiction to foreclosure of the lien hereof and agree that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entity. THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE, PURSUANT TO RIGHTS HEREIN GRANTED, ON BEHALF OF THE MORTGAGOR, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PREMISES DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.

10. Mortgagor agrees and understands that it shall constitute an event of default under this Mortgage and the Notes entitling the remedies herein and in the Note to be exercised if (a) the Mortgagor shall convey title to, or otherwise suffer or permit any equitable or beneficial interest in the premises to become vested in any person or persons, firm or corporation or other entity recognized in law or equity other than the Mortgagor, (b) allow any lien or security interest to attach to the premises other than the lien of this Mortgage, excluding taxes and assessments not yet due and payable, or (c) any articles of agreement for deed or other installment contract for deed, title or land contract in the premises are entered into.

11. There will be no Hazardous or Toxic Material (as hereinafter defined) existing on or under the surface of the premises or in any surface waters or ground waters on or under the premises and no escape, seepage, spillage, discharge, emission or release of any Hazardous or Toxic Material shall occur on, under, above, or emanate from, the premises. The premises will not be used by Mortgagor or by any tenant thereof as a sanitary land fill, dump site, industrial disposal area, or storage site for Hazardous or Toxic Material, or for any other similar use, on either a permanent or temporary basis and neither Mortgagor nor any tenant shall generate, store, handle or otherwise deal with Hazardous or Toxic Material on the premises. The term Hazardous or Toxic Material shall be defined to include: (i) asbestos or any material composed of or containing asbestos in any form and of any type, or (ii) any hazardous, toxic or dangerous waste, substance, material, smoke, gas or particulate matter, as from time to time defined by or for purposes of the Comprehensive Environmental Response Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, the Clean Air Act any law commonly referred to as of the date hereof as "Superfund" or "Superlien" or any successor to such laws, or any other Federal, State or local environmental, health or safety statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards concerning or in connection with

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hazardous, toxic or dangerous waste, substance, material, smoke, gas or particulate matter, as now or any time hereafter in effect. Mortgagor shall indemnify and hold Mortgagee free and harmless from any and all loss, liability, cost or expense (including, without limitation, the reasonable cost of attorneys, consultants, analyses, litigation, clean-up and settlement expenses) which Mortgagee may incur, or to which Mortgagee may be or become subject, as a result of any breach by Mortgagor, or tenant or tenants, of this paragraph, or as a result of the assertion by any person of any facts or circumstances which, if proved correct, could result in any such loss, liability, cost or expense to Mortgagee. The indemnity set forth in this paragraph shall survive the repayment of the Note; secured hereby, and the release and discharge of this Mortgage.

If the Mortgagor receives any official notice or has any actual knowledge of (i) the occurrence of any event involving the actionable use, spill, release, leak, complaint, order, citation or other notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the Mortgagor of the Premises (an "Environmental Complaint") from any person or entity (including, without limitation, the EPA) then Mortgagor shall immediately notify Mortgagee orally and in writing of any such notice and, if the Environmental Complaint is in writing, shall immediately deliver a copy of the Environmental Complaint to Mortgagee. Further, the Mortgagor shall immediately commence all actions necessary to cause the clean up, removal, resolution and compliance with any complaint, order, citation, notice or Environmental Complaint.

In addition to all other rights granted to Mortgagee, upon Mortgagor's receipt of any notice or knowledge specified herein including, without limitation, an Environmental Complaint and Mortgagor's failure to commence or to have a responsible party commence the cleanup, removal or resolution of any Hazardous or Toxic Material or Environmental Complaint within (30) days after notice of breach, of any covenant or warranty contained in this paragraph or receipt of notice of knowledge as specified herein and thereafter continuously and diligently to proceed with such cleanup, removal or resolution, the Mortgagee shall have the right, but not the obligation, to enter onto the Premises or to take such other actions as it deems necessary or advisable to cleanup, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous or Toxic Material or Environmental Complaint which, if true, could result in an order, suit or other action against the Mortgagee and/or which, in the reasonable opinion of the Mortgagee, could have a materially adverse impact on the value of the Premises or otherwise jeopardize the Mortgagee's lien against the Premises. Any funds of the Mortgagee used for any purpose referred to in this subparagraph shall constitute advances secured hereby and shall bear interest at the rate specified in the Notes, applicable to a period when a default exists thereunder.

The provisions of this paragraph shall be in addition to any and all other obligations and liabilities Mortgagor may have to Mortgagee and shall survive the release and discharge of this Mortgage.

EXHIBIT "A"  
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PARCEL 1: P.I.N. 17-09-218-011-0000

THE SOUTH 22 1/2 FEET OF LOT 4 IN THE SUBDIVISION OF LOTS 14, 15, AND 16 IN BLOCK 27 IN WOLCOTT'S ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2: PIN 17-09-218-010-0000

THE SOUTH 18 FEET OF LOT 3 AND THE NORTH 2 FEET 6 INCHES OF LOT 4 IN THE SUBDIVISION OF LOTS 14 TO 16 IN BLOCK 27 IN WOLCOTT'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 3: PIN 14-29-412-038-0000

LOT A IN THE RESUBDIVISION OF LOTS 24 AND 25 IN BLOCK 2 IN HENRY BEST'S SUBDIVISION OF THE WEST 8 ACRES OF BLOCK 14 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 4: PIN 14-20-284-005-0000

THE SOUTH 11 FEET OF LOT 25 AND ALL OF LOT 26 IN BLOCK 2 IN OLIVER'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 5: PIN 14-29-225-023-0000

LOTS 4, 5 AND 6 IN SLADE'S SUBDIVISION OF LOTS 7, 8 9 AND 10 IN BLOCK 4 IN WOLFRAM'S SUBDIVISION OF OUR LOT 8 IN CANAL TRUSTEES' SUBDIVISION OF EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 6: PIN 14-21-309-006-0000

LOT 16 (EXCEPT THE EAST 25 FEET THEREOF) IN SUBDIVISION OF PART OF LOT 1 AND LOTS 2, 3 AND 4 IN SUBDIVISION OF LOT 39 IN PINE GROVE AND PART OF LOT 15 IN BLOCK 2 IN CLARK AND MCCONNELL'S ADDITION TO LAKE VIEW A SUBDIVISION OF LOTS 31 AND 32 IN PINE GROVE IN SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 7: PIN 14-33-401-022-0000

LOT 5 IN PUMPELLY'S RESUBDIVISION OF LOTS 2, 3, 4 AND 5 IN ARMSTRONGS SUBDIVISION OF THE NORTH 3 ACRES OF BLOCK 39 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 8: PIN 14-32-206-025-0000

LOT 5 IN BLOCK 1 IN EDWARD GOOD'S SUBDIVISION OF LOT 3 AND PARTS OF LOTS 1 AND 2 IN THE SOUTHWEST 1/4 OF BLOCK 11 IN SHEFFIELD'S ADDITION TO CHICAGO, IN TOWNSHIP 40 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 9: 14-20-311-015-0000

LOTS 47 AND 48 IN BLOCK 8 IN LANE PARK ADDITION TO LAKEVIEW, SAID ADDITION BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

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