MORTGAGE

Morlgage for Corporation.

dated March 25, 1976 a/k/a Trust #50606 This Suberiere Willingsetil; That the undersigned,

herein referred to as "Mortga-

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COMPUNITY BANK AND TRUST COMPANY OF EDGEWATER got", dots hereby motigage and warrant to

to vinuo2 add in balandia ,alaina : in the State of Illinois, to suit : YOON a the figure Association of the State of Dinois, hereinster referred to as the Markee, the following real

Fractional 1/2 of Section 5, Township 40 North, Range 14, East of the Third Frincipal Moridian, in Cook County, Illinois Lot 10 in Block 8 in Cochran's Addition to Edgewater, said Addition being a Subdivision of the South 1946 feet of the West 1320 feet of the East

stout.[1]

commonly known as 5610 N. Kermore Avenue, Chicago, Illinois

0000-LT0-600-S0-0T 'N'T'd

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; nevelot as follows:

any indebtedness then due or incurred hereurder. to the payment of all costs and expenses of acting under such assignment, and second to the payment of said premises and the turnishings and equipment therein. Such rents, issues and profits shall be applied first to stinyn bus sesnel lla to segngrout of the inclusion of a second second of the Mouth of the second s upon said property; together with the rents, issues and profile of every name, nature and kind. It being the water, air, power, or otherwise now in or which bereatter may be placed in any building or improvement fixtures of every kind, when er used for the purpose of supplying or distributing heat, refrigeration, light, as and electric fixtures, plumbing, motors, bollers, furnaces, ranges, refrigerators, and all apparatus and TOGETHER with all the buildings and improvements now or hereafter crected thereon, including all

'aviaw bna Exemption Laws of the State of Illinois, which said rights and benchts said Mortgagors do licreby release said Mortgages forever, for the uses herein set forth, free from all rights and benefits under the Homestead TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto

in the principal aum of THREE HUNDRED FIFTY FIVE TH ULAND AND NO/100ths This mortgage is given to secure performance by the Mortgagor of the covenants herein contained and the payment of the covenants herein the payment of the mortgages evilenced by an Obligation of even date herewith

Dollars (\$ 355, 101.00

TOESTERT NOISVETCE NO LAWENER YNA OWA PURSUANT TO THE TERMS AND CONDITION OF THAT CERTAIN NOTE OF EVEN DATE HEREMITH

SPORT TAKINING MUDU

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THE MORTGAGOR COVENANTS:

been paid or advanced at the date hereof or at any time hereafter. (1) To repay the mortgages all sums paid by it under the terms of the obligation secured hereby, to-

.bnam any existing or future law, and to deliver receipts for such payments to the Morigagee promptly upon de-(2) To pay when due all taxes and assessments levied against said property or any part thereof under

AND ANY INSURANT, OR PARAMETIND (CONDITING CHETAL & NOTE OF FARMETIN to sign, upon demand, all receipts, vouchers and releases required to be signed by the insurance companies. collect and compromise, in its discretion, all claims thereunder, and in such case, the Mortgagor covenants suant to such certificate of sale. In case of loss under such policies, the Mortgagee is authorized to adjust, payable to the owner of the certificate of sale and thereafter to the holder of any master's deed issued purperiods, and contain the usual clause making them payable to the Mortgagee, and in case of foreclosure sale Mortgagee may request. Such insurance policies shall remain with the Mortgagee during said period or approved by its directors; and to pay or provide for payment of premiums on such insurance in any manner value against damage by fire, tornado or other hazards, as the Mottgagee may require and in companies of redemption, to keep the improvements now or hereafter on said premises insured for the full insurable (3) Until said indebtedness is fully paid, or in case of foreclosure, until the expiration of the period

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(4) To commit or suffer no waste of such property, and to maintain the same in good condition and repart; to pay promptly all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien of mechanics or materialmen shall attach to said property; and to suffer or promit no unhavitul use of nor any nuisance to exist upon and property; not to weaken, diminish or impair the value of said property or the security intended to be effected by virtue of this mortgages, affects its omission to act; to appear in and defend any proceeding which, in the opinion of the Mortgages, affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgages in security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgages in security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgages in security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgages in any proceeding in which it may be made a party defendant by reason of this mortgage.

(5) Not to permit or suffer without the written permission or consent of the Mortgages being first had and obtained, the use of said premises for the manufacture, sale or dispensing of alcohol or alcoholle beverages, or any use of said property for a purpose other than that for which the same is now used or represented to be used; and not to permit any alterations, additions to, demolition or removal of any of the improvements now or hereafter upon and property, nor a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof.

(6) To provide for payment of taxes, assessments and insurance premiums the Mortgagor shall deposit with the Mortgagee on each monthly payment date an amount equal to one-twelfth of the annual taxes and assessments levied against asid premises and one-twelfth the annual premiums of all such insurance, as deternd red by the amount of the last available bills. As taxes and assessments become due and payable and as maintance policies expire, or premiums thereon become due, the Mortgagee is authorized to use such deposits for the purpose of paying taxes or assessments, or renewing insurance policies or paying premiums thereon, no in the event any deficit shall exist in the amount of auch deposits, the Mortgager agrees to pay any dim the event any deficit shall exist in the amount of auch deposits, the Mortgagor agrees to pay any dim the event any deficit shall exist in the amount of auch deposits, the Mortgagor agrees to pay any dim tend of the taxet and the taxet in the amount of auch deposits, the Mortgagor

B. THE MORTCACOR FURTHER COVENANTS:

(2) That in the event the ownership of said projectly or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, withour, orice to the Mortgagor, deal with auch auccessor or successors in interest with reference to this mortgage and the debt hereby secured and any deposits made hereunder in the same manner as with the Mortgagor.

(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 obligation or any extension or renewal thereot, or if proceedings be instituted to enforce any other lien or charge upon any of and 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 Mortgagor or Mortgagor's property be proceeding to property or conveys the gagee is hereby authorized and empowered, at its option and without impairing the flor derate all sums sethe priority of said lien or any right of the Mortgager, then and in any of acid events, the Mortgagee is hereby authorized and empowered, at its option and without impairing the flor derate all sums sethe priority of said lien or any right of the Mortgager, then and in any of acid events, the Morteuted hereby immediately due and payable, whether or not such default be remedied by the Alortgagor, and sevent differed in mediately due and payable, whether or not such default be remedied by the Mortgagor, and euted hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and sevent differed is mortgage indebtedness any indebtedness of the Mortgagor, and euted hereby immediately due and mortgage indebtedness of the indice, to decare all sums setented hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and any to all defined by the said mortgage indebtedness any indebtedness of the Mortgage.

gagor, and said Mortgagee may also immediately proceed to foreclose this mortgage. (4) That if the time or terms of payment of the whole or any portion of the obligation secured

by the Mortgagee, an herein authorized, are paid in fully the interest and shall, notwithateness the mode any perby the Mortgagee, an herein and the interest thereof. The mode and shall, notwithatanding such extension or persons hereafter assuming the payment thereof, or any part thereof, shall be held hereby to waive notice of and consent to such extensions and modifications and shall, notwithatanding such extension or modification, continue liable thereon to said Mortgagee, and shall, notwithatanding such extentimes mentioned in any auch extension or modification agreements, it being the intention hereof that the its original force until said obligation and the interest thereon and any advancements that may be made by the Mortgagee, as herein authorized, are paid in full.

(5) That upon the commencement of any foreclosure proceedings hereunder, the court in which such suit is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under Mortgagor, and without regard to the then value of said premises or whether the same shall then be occupied by the owners of the equity of redemption, appoint a receiver with power to manage, rent, and collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, either before or after any foreclosure sale, may be applied toward the payment of the profection and preservation of the property, including the expenses of such receivership; and upon foreclosure and the section detection the expenses of such terms necessary for the protection and preservation of the property, including the expenses of such receivership; and upon foreclosure and and preservation of the property, including the expenses of such receivership; and upon foreclosure and such reaction of the property, including the expenses of such receivership; and upon foreclosure and such reaction of the profection and such receivership; and upon foreclosure and and preservation of the property, including the expenses of such receivership; and upon foreclosure and such as a such as

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tiff's attorney's fees and also all expenses of advertising, selling and conveying said premises, and all moneys advanced, together with interest thereon as herein provided, for any taxes or other liens or assessments, outlays for documentary evidence, stenographer's charges, all title costs, master's fee, and cost of procuring or completing an abstract of title, guarantee policy or Torrens Certificate showing the whole title to said premises, and including the foreclosure decree and Certificate of Sale; there shall next be paid the principal indubtedness, whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale, and the overplus, if any, shall be returned to the Mortgagor. It shall not be the duty of the purchaser to see to the application of the purchase money. In case of payment of said indebtedness after the preparation or filing of any suit, and prior to the entry of any judgment or decree, a reasonable sum for legal services rendered to the time of such payment shall be allowed, which together with any sum paid for continuation of evidence of title, court costs and stenographer's charges, and expenses of auch proceedings, shall be additional indebtedness hereby secured.

(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative with 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 singular number, as used herein, shall include the plural; that all rights and obligation under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee.

The Mortgagor hereby valves any and all rights of redemption from sale under any decree foreclosing this mortgage.

7) See Rider attached hereto and made a part hereof.

IN WITNESS WHEREOF said Mortgager has caused its corporate seal to be hereto affixed and this mortgage to be signed by iters were President and attested by iterstant Secretary, on the 2nd day of January , A. D. 19 92, pursuant to authoricy given by resolutions duly passed by the of said corporation.

Said resolutions further provide that the obligation herein described may be executed on behalf of said corporation by its # LA SALD, NATIONAL TRUST, N.A. as Trustee under

ATTEST:

I.

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Secretary

STATE OF ILLINOIS, COUNTY OF COOK

KATHLEEN E. BYE a Notary Public, in and for said County, in for State alore-RY CERTIFY, that Rosemary Collins Aret Vistoresident of the

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personally

Anistent Seore Cary

President

said, DO HEREBY CERTIFY, that Rosemary Collins "President of the LaSalle National Trust, N.A., and William H. Dillon Ass't Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

And President and Asa't Secretary, 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 Company, for the uses and purposes therein set forth; and the said des't Secretary then and there acknowledged that as istant Socroproproproductual of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as Muu own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this



BOX 3334

Bet day of January A. D. 1992 Attalcon & Syr Notary Public.

PREPARED BY & MAIL TO: COMMUNITY BANK & TOUT DO. OF EDENIATION 5340 NORTH CLARK STREEL. CHICAGO, ILLINDIS 60640

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COLO XX DIS COLO XUN SOL STORY CONNERS AND AUX SUBJOURTES TO AUX SUBJOURS TO AUX SUBJOURS AND AUX SUBJOURS A guarantors, if any. Trustee does not warrant, indemnify, defend title nor is provided or by action to enforce the personal limbility of the guarantor or the enforcement of the lien created in the manner horein and in mail note worstar to the president mortgaged or conveyed the payment thereon by and the owner or owners of any indebtedness acorning hereunder shall look MATIONAL TRUGT, W.A. personally are concerned, Vie legal holders of the mote Addats and that so is assigned the mortgage or grantor and said in Shilk the note, and by every person now or hereafter olaiming any right or security the mortgages or frustee under said Trust Diel, the legal owners or holders of herein contained, all such limbility, if (m), being hereby expressly waived by acorting hereunder, or to perform any lovenant, atther express or taplited, pay said note or any interest that may accrue thereon, or any indebtedness mortgagor or grantor, or on maid LA SALLE WATIONAL TRUST, W.A. personally to hereby shall be construed as urbiting any limbility on the pert of said note, or in any other instrument given to evidence the indebtedness scoured is expressive understood and and that nothing contained herein or in the that the possesses full power and suthority to execute the Instrument) and it in it as such Trustee (and Mid LA SALLE WATIONAL TRUST, W.A. hereby warrants School in the exercise of the power and authority conferred upon and rested SALLE WATIOWAL TRUST N.A., not personally, but as Trustee under Trust No. This Mortgage or Trust Deed in the nature of a mortgage is executed by LA

BIDER ATTACHED TO AND MADE A PART OF THE TRUST NO. SUCCE

06-1-6



RIDER ATTACHED TO MORTGAGE DATED ______ January 2, 1992 SECURING AN OBLIGATION IN THE AMOUNT OF __________ TO COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER

- The amount due hereunder may be accelerated at the option of 1. the Holder of the Note if the premises specifically described in this Mortgage are assigned, sold or transferred in any manner, including but not limited to deed, assignment, bill of sale or Articles of Agreement, without prior written acknowledgement of the Holder of the Note; prepayment by Mortgagor as described in the Note, to be made without penalty.
- The amount due hereunder may be accelerated at the option of 2. the Nolder of the Note secured hereby if there is filed by or against Mortgagor or Guarantors, or any affiliate or subsidiary of any such, Mortgagor or Guarantors a petition in bankruptcy or insolvency or for reorganization or for the benefit of creditors unless within thirty (30) days after such occumence, the proceeding is dismissed.
- Without the dolder of the Note's written consent thereto, 3. Mortgagor may not pledge, as collateral security for any other loans obtained by either of them, any of the collateral described therein.
- Mortgagor hereby whives any and all rights of statutory redemption to the real estate described herein upon a 4. foreclesure of the Moltgage.
- Mortgagor and Guarantor Tereby agree to provide or cause to 5. be provided to lender, upor Lander's request, current personal financial statements on Lender's form and the U.S. individual income tax returns of all Guarantors of the Note secured hereby and the compiled financial statements relative to the real estate described herein prepared by an independent certified public accountant and certified by the Guarantors to be complete and correct and the U.S. income tax returns and any and all related business statements Lender may require.
- The amount due hereunder may be accelerated at the option of 6. the Holder of the Note if the premises specifically described in this Mortgage or any portion thereof is abandoned, vacated or left unattended by the Mortgagor or the Guarantors thereof.
- Mortgagor and each Guarantor hereof shall provide the Holder 7. of the Note secured hereby, within 5 days of the receipt thereof, with all information on any incident which me cause a material change in the financial condition of (Mortgagor or any such Guarantor or any affiliate or subsidiary of any such Mortgagor or Guarantor. Information as used herein shall include, but not be limited to changes in financial condition, claims, lawsuits, bankruptcies, tax assessments and/or death.

FURBALLE NATIONAL TRUCT, M.A. Des of Some A current BR LASALLE NATIONAL DANK, not personally but as Trustee u/t/a dated March 25, 1990 BY: Attests March Social Street March 25, 1976 a/k/a Trust #50606 COStas

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A. Labout Secontary