



UNOFFICIAL COPY

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Mortgage

THIS MORTGAGE is made on January 14, 1992 between

Robert F. Sylvia L. DiDomenico and Emma A.

Trust No. **3546 North Narragansett, Chicago, IL 60634**
whose address is **3546 North Narragansett, Chicago, IL 60634**
and **NBD Park Ridge Bank**
a **state** **national state banking corporation**

(association/corporation) whose address is **One South Northwest Highway**

* To be deleted when this Mortgage is not executed by a Land Trust.

The Mortgagee MORTGAGES, CONVEYS AND WARRANTS to the Mortgagor the Premises and appurtenances on it described as

Land located in the **City** **Chicago**
County of **Cook** State of **Illinois**.

THE NORTH 1/2 OF LOT 3 IN BLOCK 4 IN OLIVER L. WATSON'S MAPLE GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 WHICH LIES EAST OF RIGHT OF WAY OF CHICAGO, MILWAUKEE AND ST PAUL RAILROAD COMPANY AND NORTH OF THE SOUTH 90 ACRES OF THE SAID QUARTER, SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

("the Premises")

Commonly known as **3546 North Narragansett, Chicago, IL 60634**

Tax Parcel Identification No. **13 19 407 035**

The Premises shall also include all of the Mortgagor's right title and interest in and to the following:

- (1) All easements, rights of way, licenses, privileges, and benefits of
- (2) Land lying in the bed of any canal or the bed, riparian property or vacant, or any strip or gore adjoining the Premises
- (3) All machinery, apparatus, equipment, fixtures, and articles of personal property of every kind and nature whatsoever located now or in the future in or upon the Premises and used in connection with any present or future operation of the Premises, all of which is called "Equipment" and that all Equipment in part of the Premises and appropriated to the use of the real estate and, whether attached or unattached, shall for the purposes of this Mortgage and the Mortgagee shall otherwise be deemed conclusively to be real estate and in part of the Premises.
- (4) All mineral, oil, gas, and water rights, including water and water stock, if any.
- (5) All awards or payments including interest, as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, any loss of or damage to any building or other improvement on the Premises, any other injury to or decrease in the value of the Premises, any refund due on account of the payment of real estate taxes, assessments or other charges levied against or imposed upon the Premises, and the reasonable attorneys' and paralegals' fees, costs and disbursements incurred by the Mortgagee in connection with the collection of any such award or payment.
- (6) All of the rents, issues and profits of the Premises in let present or future leases, or otherwise.

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The Premises are unencumbered except as follows:

- Mortgage dated July 14, 1977; recorded as Doc #24024602 on July 27, 1977**
- Mortgage dated April 19, 1990; recorded as Doc #90216732 on May 10, 1990**

("Permitted Encumbrances"). If the Premises are encumbered by Permitted Encumbrances, the Mortgagee shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagee shall provide copies of all writings pertaining to Permitted Encumbrances, and the Mortgagee is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagor.

This Mortgage secures the indebtedness or obligation evidenced by:

- (i) The notes dated **January 14, 1992** in the principal amount of **Eighty Thousand and no/100 (\$80,000.00)** respectively, maturing on **March 21, 1992** executed and delivered by **Robert F. Sylvia L. DiDomenico** to the Mortgagee with interest at the per annum rate of **seven and one half percent (7.50%)** on the principal balance remaining from time to time unpaid. Interest after default or maturity of the note, whether by acceleration or otherwise, on the principal balance of the note remaining from time to time unpaid shall be at the per annum rate of _____ percent and _____ percent.
- (ii) the guaranty of the debt of _____ (dated _____) to the Mortgagee, and
- (iii) _____ including any extensions, renewals, modifications or replacements, without limit as to the number or frequency of ("Debt")

31.00.00

LIMITATION ON AMOUNT SECURED BY MORTGAGE. Notwithstanding anything to the contrary contained in this Mortgage, the amount secured by this Mortgage shall not exceed the principal sum of \$ **80,000.00** at any one time outstanding.

FUTURE ADVANCES AND CROSS-TIES: The Debt shall also include all other present and future, direct and indirect obligations and liabilities of the Mortgagor, in any one or more of them, with or without others, to the Mortgagee. This shall not apply to any obligation or debt incurred for personal, family or household purposes unless the note or guaranty expressly states that it is secured by this Mortgage.

This Mortgage shall also secure the performance of the promises and agreements contained in this Mortgage.

The Mortgagor promises and agrees as follows:

1. PAYMENT OF DEBT; PERFORMANCE OF OBLIGATIONS. The Mortgagor shall promptly pay, when due, whether by acceleration or otherwise, the Debt for which the Mortgagor is liable, and shall promptly perform all obligations to which the Mortgagor has agreed under the terms of this Mortgage and any loan documents evidencing the Debt.

2. TAXES. The Mortgagor shall pay, when due, and before any interest, collection fees or penalties shall accrue, all taxes, assessments, fines, impositions, and other charges which may become a lien prior to this Mortgage. Should the Mortgagor fail to make such payments, the Mortgagee may, at its option and at the expense of the Mortgagor, pay the amounts due for the account of

the Mortgagor. Upon the request of the Mortgagor, the Mortgagor shall immediately furnish to the Mortgagee all notices of amounts due and receipts evidencing payment. The Mortgagee shall promptly notify the Mortgagor of any lien on all or any part of the Premises and shall promptly discharge any unpermitted lien or encumbrance.

3. CHANGE IN TAXES. In the event of the passage of any law or regulation, state, federal or municipal, subsequent to the date of this Mortgage in any manner changing or modifying the law now in force governing the taxation of mortgages or debts secured by mortgages, or the manner of collecting such taxes, the entire principal secured by this Mortgage and all interest accrued shall become due and payable immediately at the option of the Mortgagee.

4. INSURANCE. Until the Debt is fully paid, the Mortgagor shall keep the Premises and the present and future buildings and other improvements on the Premises constantly insured for the benefit of the Mortgagee against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State of Illinois, including risks of vandalism and malicious mischief, and shall further provide flood insurance on the Premises are situated in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1973 and regulations issued under it.

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the presence of... building, personal property... wrongful death or property damage... Hazardous Materials... Materials... Material... Material...

(ii) The Mortgagor shall have no... Materials introduced to the Premises... its successors or assigns.

The Mortgagor agrees that in the event the Mortgage is foreclosed or the Mortgagee tenders a deed in lieu of foreclosure... the Mortgagee free of any and all Hazardous Materials... state and local laws, ordinances, rules or regulations affecting the Premises.

For purposes of this Mortgage, Hazardous Materials means any materials or substance: (i) which is or becomes defined as a "hazardous substance," "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act... (ii) containing polychlorinated biphenyls (PCBs), (iii) containing asbestos, (iv) which is radioactive, (v) which is biologically hazardous, or (vi) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, resolution, or rule which is or becomes defined as a "hazardous waste"...

"Governmental Regulation" means any law, regulation, rule, policy, ordinance or similar requirement of the United States, any state, any county, city or other agency or subdivision of the United States or any state.

The provisions of this section shall be in addition to any and all other obligations and liabilities the Mortgagor may have to the Mortgagee under the Debt... (a) the satisfaction of all of the other obligations of the Mortgagor in this Mortgage and under any loan document, (b) the declaration of this Mortgage, and (c) the foreclosure of this Mortgage or acceptance of a deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this Mortgage, it is the intention of the Mortgagor and the Mortgagee that the indemnity provisions of this section shall only apply to a tort claim against any owner or operator of the Premises in which any interest of the Mortgagor is threatened or any claim is made against the Mortgagor for the payment of money.

17. EVENTS OF DEFAULT ACCELERATION: Upon the occurrence of any of the following, the Mortgagee shall be entitled to exercise its remedies under this Mortgage or as otherwise provided by law: (1) The Mortgagor or, if other than the Mortgagor, any principal obligor of the Debt ("Principal Obligor") fails to pay when due any amount payable under the note or the guaranty or any other agreement evidencing the Debt, (2) the Mortgagor or Principal Obligor or fails to observe or perform any other term of the notes, the guaranty or any other agreement evidencing the Debt or (b) makes any materially incorrect or misleading representation in any financial statement or other information delivered to the Mortgagee, (3) the Mortgagor or Principal Obligor defaults under the terms of this Mortgage, any loan agreement, mortgage, security agreement or other document executed as part of the Debt transaction or any guaranty of the Debt becomes unenforceable in whole or in part, or any guarantor fails to promptly perform under such a guaranty, (4) the Mortgagor fails to pay when due any amount payable under any note or agreement evidencing debt to the Mortgagee or defaults under the terms of any agreement or instrument relating to or securing any debt for borrowed money owing to the Mortgagee, (5) a "reportable event" as defined in the Employee Retirement Income Security Act of 1974 as amended occurs that would permit the Pension Benefit Guaranty Corporation to terminate any employee benefit plan of the Mortgagor or Principal Obligor or any affiliate of the Mortgagor or Principal Obligor, (6) the Mortgagor or Principal Obligor becomes insolvent or unable to pay or debts as they become due, (7) the Mortgagor or Principal Obligor transfers an assignment for the benefit of creditors or, in compliance with the appointment of a receiver, trustee or liquidator for itself or for a substantial part of its assets, or commences any proceeding under any bankruptcy, reorganization, liquidation, insolvency or similar laws of any jurisdiction (as a debtor, receiver or trustee as appointed for the Mortgagor or Principal Obligor or for a substantial part of its assets, without the consent of the party against which the appointment is made, and is not removed within 60 days after such appointment), (8) proceedings are commenced against the Mortgagor or Principal Obligor under any bankruptcy, reorganization, liquidation or similar laws of any jurisdiction and such proceedings remain undischarged for 60 days after commencement, (9) the Mortgagor or Principal Obligor consents to the commencement of such proceedings, (10) an attachment, levy, or garnishment is issued against any property of the Mortgagor or Principal Obligor, (11) any proceedings are instituted for the foreclosure or collection of any mortgage, judgment or lien affecting the Premises, (12) the Mortgagor sells, transfers or hypothecates any part of the Premises except as provided in this Mortgage without the prior written consent of the Mortgagee, (13) the Mortgagor or Principal Obligor dies, (14) the Mortgagor or Principal Obligor, without the Mortgagee's written consent, (a) is dissolved, (b) merges or consolidates with any third party, or sells a material part of its assets or business outside the ordinary course of business, or (c) agrees to do any of the foregoing, (15) there is a substantial change in the existing or prospective

financial condition of the Mortgagor or Principal Obligor, which the Mortgagee deems to be a substantial change in the financial condition of the Mortgagor or Principal Obligor... Upon the occurrence of any of the events of default set forth in the Mortgage, at the sole option of Mortgagee, the note and on any other liability shall become immediately due and payable, and Mortgagee shall have the right to... all

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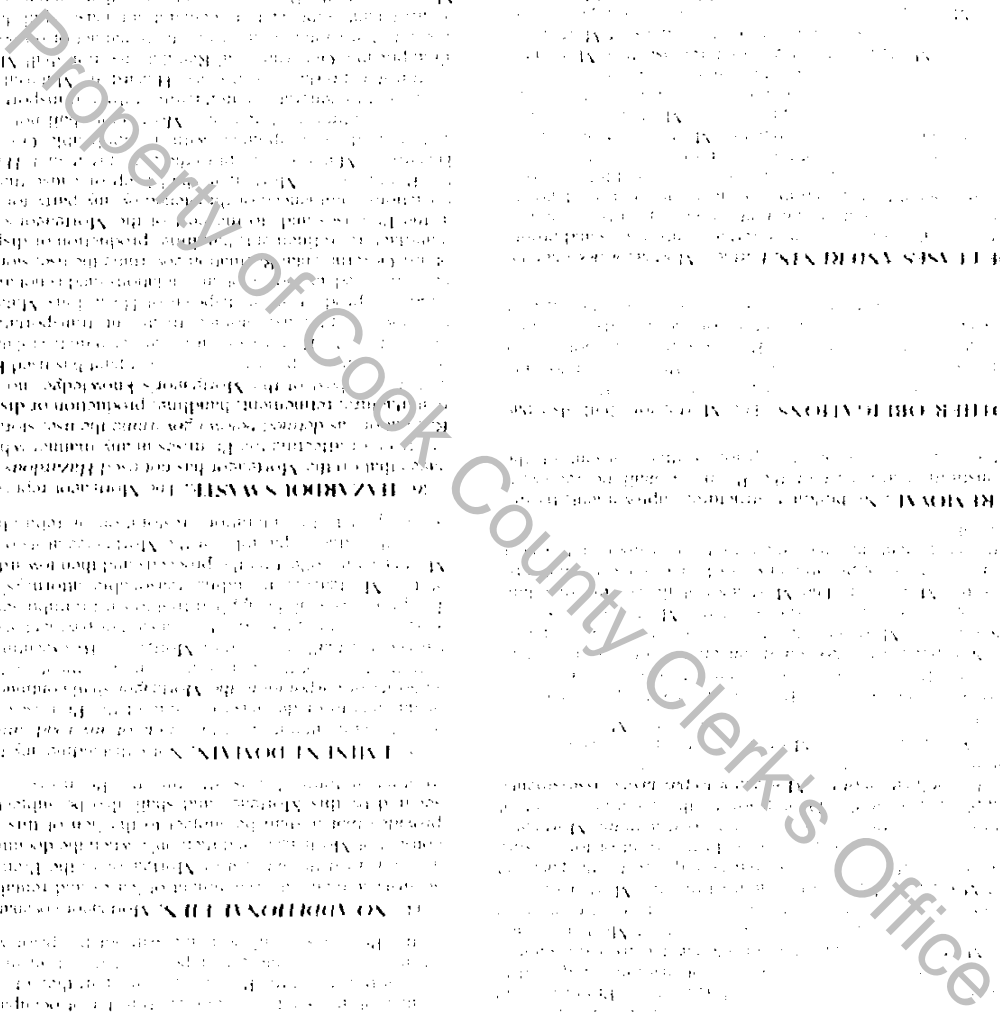
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Subject to the conditions set forth below, the Mortgagee shall defend, indemnify and hold the Mortgagor harmless from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Mortgagor or any third party...

PROPERTY OF THE BANK OF AMERICA, N.A. AS TRUSTEE FOR THE BENEFIT OF THE MORTGAGEE. The Mortgagor hereby agrees to pay to the Mortgagee the principal amount of the loan, together with interest, taxes, insurance, and other charges...



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