

THIS MORTGAGE is made on January 14

1992 between

not per credit union or trust under the Credit Agreement dated

19 and known as

Trust No. Robert J. Sylvia & DiDomenico
whose address is 3546 North Narragansett, Chicago, IL 60634
and NBD Park Ridge Bank

(the "Mortgagor")
(Bank Name)

a state national/state banking corporation

(9) Mortgagor

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

(9) Mortgagor

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

The Mortgagor MORTIGAGES, CONVEYS AND WARRANTS to the Mortgaggee the property described below, subject to all liens, encumbrances and improvements on it described as

Land located in the city of 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, leases, privileges, and hereditaments;
- (2) Land lying in the bed of any stream or the like, opened, prepared, situated, 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 or suitable or connected with any present or future operation of the Premises, all of which is called "Equipment". It is agreed that all Equipment is part of the Premises and appropriated to the use of the real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage and/or the Mortgagor shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warrantied to the Mortgagor;
- (4) All mineral, oil, gas, and water rights, royalties, water and water stock, if any;
- (5) All awards or payments including interest made 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 attorney's and paralegal fees, costs and disbursements incurred by the Mortgagor in connection with the collection of any such award or payment;
- (6) All of the rents, issues and profits of the Premises under present or future leases, or otherwise.

The Premises are unencumbered except as follow:

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 Mortgagor shall perform all obligations and make all payments as required by the Permitted Encumbrances. The Mortgagor shall provide copies of all writings pertaining to Permitted Encumbrances, and the Mortgagor 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 J. Sylvia & DiDomenico to the Mortgagor with interest at the per annum rate of seven and one half percent (7.50%)

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 (____%)

(ii) the guaranty of the debt of the Mortgagor executed and delivered by _____

(iii) _____

including any extensions, renewals, modifications or replacements without limit as to the number or frequency (the "Debt")

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-EFFIEN: The Debts shall also include all other present and future, direct and indirect obligations and liabilities of the Mortgagor, or any one or more of them, with or without others, to the Mortgaggee. This shall not apply to any obligation or debt incurred for personal, family or household purposes unless the note or warranty 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 Mortgagor 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 Mortgagor all notices of amounts due and receipts concerning payment. The Mortgagor shall promptly notify the Mortgagor of any lien, claim or any part of the Premises and shall promptly discharge any unperfected 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 laws, rules, or regulations concerning the taxation of mortgages or debts secured by mortgages, or the method 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 Mortgagor.

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 Mortgagor 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 present shipper, receiver or carrier, or any other party involved in the transaction, on, over, under, from or into the Premises, or on any part thereof, or on buildings, personal property, personal effects, or any personal property including wrongful death or property damage, shall be personally answerable and liable to such Hazardous Materials, or the removal of same, or (c) if this intended settlement is not believed to provide for the removal of all Hazardous Materials with respect to the Premises, and (d) if the removal of such materials is not in accordance with applicable environmental laws and regulations, or (e) if the removal of such materials is not in accordance with the requirements of the Mortgagor's environmental insurance coverage or (f) if the Mortgagor is not in compliance with the terms of the insurance coverage of the Mortgagor's environmental insurance coverage. (2) The Mortgagor agrees that it will not use the Premises in any manner which would be incompatible with the requirements of any governmental regulation or law, or any regulation or standard promulgated by any federal, state, or local government agency, or by any agency or instrumentality of any such government.

(3) The Mortgagor agrees that it will not use the Premises in any manner which would violate any zoning, building, fire, health, safety or other applicable governmental regulation or law, or any regulation or standard promulgated by any federal, state, or local government agency, or by any agency or instrumentality of any such government.

(4) The Mortgagor shall have no recordable obligation with respect to any Hazardous Materials introduced to the Premises or any part of the Premises by the Mortgagor or its successors or assigns.

The Mortgagor agrees that in the event the Mortgagor is liable for the Mortgagor's failure to remove any Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable federal, state and local laws, ordinances, rules or regulations affecting the Premises.

For purposes of this Mortgage, "Hazardous Materials" means any materials or substances: (i) which is or becomes defined as a "hazardous substance," "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), Section 9601 of, and amendments thereto and regulations promulgated thereunder; (ii) containing gasoline, oil, diesel fuel or other petroleum products; (iii) which is or becomes defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act ("RCRA"), Section 6901 of, and amendments thereto, and regulations promulgated thereunder; (iv) containing polychlorinated biphenyls ("PCBs"); (v) containing asbestos; (vi) which is radioactive; (vii) which is biologically hazardous or (viii) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, or policy; or (ix) which is or becomes defined as a "hazardous waste" under any state statute or regulation which is or becomes a contaminant under any federal, state or local statute, regulation, ordinance, or policy; or (x) which is explosive, corrosive, or otherwise dangerous to human health or welfare, or which is or becomes regulated by any federal, state or local governmental authority, or (xi) which cause a imminent hazard to the Premises.

"Governmental Regulation(s)" 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 Mortgagor under the Debt, any loan document, and in common law, and shall survive the repayment of all sums due for the Debt, (b) the satisfaction of all of the other obligations of the Mortgagor in this Mortgage and under any loan documents, (c) the discharge of this Mortgage, and (d) 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 Mortgagor that the indemnity provisions of this section shall only apply to actions commenced 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 monies.

17. EVENTS OF DEFAULT ACCELERATION: Upon the occurrence of any of the following, the Mortgagor 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(s), the guaranty or any other agreement evidencing the Debt; (2) the Mortgagor or Principal Obligor fails to observe or perform any other term of the note(s), the guaranty or any other agreement evidencing the Debt or (3) makes any materially incorrect or misleading representation on any financial statement or other information delivered to the Mortgagor; (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 guarantor 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 Mortgagor or defaults under the terms of any agreement or instrument relating to or securing any debt for borrowed money owing to the Mortgagor; (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 an affiliate of the Mortgagor or Principal Obligor; (6) the Mortgagor or Principal Obligor becomes insolvent or unable to pay debts as they become due; (7) the Mortgagor or Principal Obligor executes an assignment for the benefit of creditors or, by consent to the appointment of a cushion receiver, or trustee for itself or for a substantial part of its assets, or circumstances any proceeding under any bankruptcy, reorganization, liquidation, insolvency or similar laws of any jurisdiction; (8) a cushion receiver or trustee is appointed for the Mortgagor or Principal Obligor or for a substantial part of its assets without the consent of the party against whom the appointment is made and is not removed within 60 days after such appointment; (9) 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, or 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 Mortgagor; (13) the Mortgagor or Principal Obligor dies; (14) The Mortgagor or Principal Obligor, without the Mortgagor's written consent, dies, is dissolved, merges or consolidates with any third party, (15) sells a material part of its assets or business outside the ordinary course of business, or (16) agrees to do any of the foregoing; (17) there is a substantial change in the condition or prospective

financial condition of the obligor(s) or Principal Obligor which the Mortgagor deems to be material, and which is determined to be materially adverse.

18. REMEDIES ON DEFAULT: Upon the occurrence of any of the events of default set forth in the Mortgage, in the sole option of Mortgagor, the note and/or any other liability shall be加速ed (accelerated) and Mortgagor shall pay all expenses of Mortgagor in connection with the preparation, filing and all costs and expenses of any action, suit or proceeding for the enforcement of any provision of this Mortgage.

Upon the acceleration of the note, the Mortgagor shall have the right to foreclose upon the Premises by action at law, or in equity, or by any other method of procedure available to the Mortgagor, and the Mortgagor shall have the right to sell the Premises at a public auction or otherwise in accordance with the laws of the State of Illinois.

Upon the acceleration of the note, the Mortgagor may commence or cause to be commenced any action, suit or proceeding for the enforcement of any provision of this Mortgage, whether or not actually commenced. The Mortgagor may commence or cause to be commenced any action, suit or proceeding for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced. The proceeds of any foreclosure sale 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 the expenses of service, attorney's fees, and other costs incurred in the terms of this Mortgage constitute indebtedness secured by the Mortgage, additional to that evidenced by the note with interest thereon as herein provided; *third, all principal and interest remaining unpaid on the note and the liabilities (first to interest and then to principal); fourth, any surplus to Mortgagor or Mortgagor's heirs, legal representatives, successors or executors as their rights may appear;* fourth, at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may grant the Mortgagor the right to possess the Premises pursuant to Chapter 10, Sections 18-1201 through 18-1203 of the Illinois Revised Statutes and/or appoint a receiver of the Premises. Such grant and/or appointment may be made either before or after entry of judgment of foreclosure, without notice, without regard to the solvent or insolvency of Mortgagor at the time of application for the grant and/or appointment and to the then value of the Premises or whether the Premises shall be then occupied as a homestead or not. Mortgagor may be appointed as the receiver. The Mortgagor in possession and/or receiver shall have all powers conferred by law including but not limited to the power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of an entry of judgment of foreclosure, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of Mortgagor in possession or receiver, would be entitled to collect the rents, issues and profits. The Mortgagor in possession or receiver shall also have all other powers which may be necessary or convenient for the protection, possession, control, management and operation of the Premises. *The court in which the foreclosure suit is filed may from time to time authorize a Mortgagor in possession or receiver to apply the net income in its hands or payment in whole or in part of the indebtedness secured hereby or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or will become superior to the lien hereof by of the judgment, and the deficiency judgment against Mortgagor or any guarantor of the note in case of a foreclosure sale and deficiency. No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the note.*

19. REPRESENTATIONS: If the Mortgagor is a corporation, it represents that it is a corporation duly organized, existing and in good standing under the laws of its state of incorporation; that it is duly qualified and in good standing under the laws of Illinois; and that the execution and delivery of this Mortgage and the performance of the obligations it imposes are within its corporate powers, have been duly authorized by all necessary action of its board of directors, and do not contravene the terms of its articles of incorporation or by laws. If the Mortgagor is a general or limited partnership, it represents that it is duly organized and existing and that the execution and delivery of this Mortgage and the performance of the obligations it imposes do not conflict with any provision of its partnership agreement and have been duly authorized by all necessary action of its partners. Each Mortgagor represents that the execution and delivery of this Mortgage and the performance of the obligations it imposes do not violate any law and do not conflict with any agreement by which it is bound; and that no consent or approval of any governmental authority or any third party is required for the execution or delivery of this Mortgage or the performance of the obligations it imposes and that this Mortgage is a valid and binding agreement, enforceable in accordance with its terms. Each Mortgagor further represents that it shall provide all balance sheets, profit and loss statements, and other financial statements, as requested by Mortgagor. Any such statements that are furnished to the Mortgagor are accurate and fairly reflect the financial condition of the organizations and persons to which they apply on their effective dates, including contingent liabilities of every type, which financial condition has not changed materially and adversely since those dates.

20. NOTICES: Notice from one party to another relating to this Mortgage shall be deemed effective if made in writing (including telecommunications) and delivered to the recipient's address, telex number or telecopier number set forth above by any of the following means: (a) hand delivery, (b) registered or certified mail, postage prepaid, with return receipt requested; (c) first class or express mail, postage prepaid; (d) Federal Express, PRIORITY Courier or like overnight courier service or (e)

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