



# UNOFFICIAL COPY

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Mortgage

THIS MORTGAGE is made on January 2, 1992 between Amalgamated Trust and Savings Bank, a national state banking corporation, whose address is 2801 Pfingsten Rd., Glenview, IL 60025 (the "Mortgagee") and NBD Glenbrook Bank, a state national state banking corporation, whose address is 1 West Monroe, Chicago, Illinois 60603 (the "Mortgagor").

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

The Mortgagor MORTGAGES, CONVEYS AND WARRANTS to the Mortgagee real property and all the buildings, structures and improvements on it described as:

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

LOTS 27 AND 28 IN KRENA AND DATO'S POLO GROUNDS ADDITION TO NORTH EDGEWATER IN THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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(the "Premises")  
 Commonly known as 2945-49 W. Peterson, Chicago, Illinois  
 Tax Parcel Identification No. 13-01-305-004 and 13-01-305-005

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

- (1) All easements, rights or ways, licenses, privileges and hereditaments;
- (2) Land lying in the bed of any creek or the like, covered, proposed or vacated, or any strip of shore adjoining the Premises;
- (3) All machinery, apparatus, equipment, fittings, 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 to be used in connection 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 attached or unattached or not shall be for the purposes of this Mortgage unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged and conveyed to the Mortgagee;
- (4) All mineral, oil, gas and water rights, rights in 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.

The Premises are unencumbered except as follows:

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 Mortgagee shall provide copies of all writings pertaining to Permitted Encumbrances, and the Mortgagee is authorized to request and receive 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 2, 1992 in the principal amount of \$238,849.10 as trustee of Amalgamated Trust & Savings Bank, dated January 2, 1997, executed and delivered by the Mortgagor with interest at the per annum rate of nine percent (9%) 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 twelve percent (12%) and

(ii) the guaranty of the debt of \_\_\_\_\_ dated \_\_\_\_\_ executed and delivered by \_\_\_\_\_ to the Mortgagee; and

(iii) \_\_\_\_\_ dated \_\_\_\_\_ executed and delivered by \_\_\_\_\_ to the Mortgagee; and

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

**CROSS LIEN.** The Debt 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 Mortgagee. This shall not apply to any obligation or debt incurred previously 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 premises contained herein contained in this Mortgage.

The Mortgagor promises and agrees as follows:

**1. PAYMENT OF DEBT AND PERFORMANCE OF OBLIGATIONS.** The Mortgagor shall promptly pay when due, whether by acceleration or otherwise, all the Debt for which the Mortgage is a lien, and shall promptly perform all obligations to which the Mortgage is a lien under the terms of the 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, fees, impositions and other charges which may become a lien upon the 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 Mortgagee, the Mortgagor shall immediately furnish to the Mortgagee all notices of amounts due and receipts evidencing payment. The Mortgagor shall promptly notify the Mortgagee of

any lien on the Premises or any part of the Premises and shall promptly discharge any lien so created from or on the Premises.

**3. CHANGE IN TAXES.** In the event of the passage of any law or regulation, and the repeal or amendment, subsequent to the date of this Mortgage, in any national, state or municipal law, now or hereafter, which changes the tax rate of mortgage interest, secured by the terms of the mortgage, or concerning or relating to the entire principal secured by this Mortgage, and all interest accrued and become due and payable hereunder, at the option of the Mortgagee,

**4. INSURANCE.** The Mortgagor shall keep the Premises and the present and future building and other improvements on the Premises constantly insured for the benefit of the Mortgagee against fire, theft, lightning, wind and such other hazards, and to be insured against by the standard form of extended coverage endorsement available in the State of Illinois, in building risks of vandalism and malicious mischief, and shall further provide and keep 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, and such other appropriate insurances as the Mortgagee may require from time to time. All insurance policies and renewals must be acceptable to Mortgagee, must provide for payment to the Mortgagee in the event of loss, must require 30 days notice to the Mortgagee in the event of nonrenewal or cancellation, and must be delivered to the Mortgagee. Should the Mortgagor fail to insure

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subject to the date that the Mortgagee's interest in the Premises is foreclosed or any part of the Premises shall have fully met the obligations of the Mortgagee...

The Mortgagee shall have no liability, obligation with respect to any Hazardous Materials introduced to the Premises or any part of the Premises by the Mortgagee...

The Mortgagee agrees that in the event this Mortgage is foreclosed by the Mortgagee lenders a deed in lieu of foreclosure, the Mortgagee shall deliver the Premises to the Mortgagee free of any and all Hazardous Materials which are then required to be removed...

For purposes of this Mortgage, Hazardous Materials includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980...

The provisions of this paragraph shall be in addition to any and all other obligations and liabilities the Mortgagee may have to the Mortgagee under the Debt, any loan document, and in common law, and shall survive to the repayment of all sums due for the debt...

17. EVENTS OF DEFAULT AND REMEDY: 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 Mortgagee or any other party obligated to pay when due any amount payable under the notes...

18. REMEDIES UPON DEFAULT: Upon the occurrence of any of the events of default set forth in this Mortgage, if the sole option of Mortgagee, the note and/or any other liabilities shall become immediately due and payable and Mortgagee shall pay all expenses of Mortgagee including attorney's and paralegal fees and all expenses incurred in connection with this Mortgage...

proceedings initiated against the Mortgagee or on behalf of Mortgagee in connection with this Mortgage shall be without limitation, probate and bankruptcy proceedings... 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 proceedings...

19. REPRESENTATIONS: If the Mortgagee 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, and that the execution and delivery of this Mortgage and the performance of the obligations it imposes are within its corporate powers...

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 telecopy number set forth above by any of the following means...

21. WAIVER OF HOMESTEAD RIGHT: Mortgagee does hereby expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois. Mortgagee does hereby expressly waive and release any and all rights in respect to marshaling of assets which secure the Debt or to require the Mortgagee to pursue its remedies against any other such assets.

22. WAIVER OF RIGHT OF REDEMPTION: MORTGAGEE HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OF THIS MORTGAGE AND ANY RIGHTS OF REINSTATEMENT PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS REGARDING FORECLOSURE OF MORTGAGES ON MORTGAGEE'S OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF THE MORTGAGEE, ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AS OF

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Notary Public

My Commission Expires

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

I, \_\_\_\_\_ a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such persons, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said (corporation) (association), as trustee, for the uses and purposes therein set forth and also their own knowledge that her assent to the foregoing instrument was given and voluntarily signed and delivered by her as a constituent of the corporation (association), affixed the said corporate seal of said (corporation) (association) to said instrument as her own free and voluntary act, and as the free and voluntary act of said (corporation) (association), as trustee, for the uses and purposes therein set forth.

State of Illinois  
County of \_\_\_\_\_

Property of Cook County Clerk's Office

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

I, \_\_\_\_\_ a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said (corporation) (association), as trustee, for the uses and purposes therein set forth.

State of Illinois  
County of \_\_\_\_\_

AMALGAMATED TRUST & SAVINGS BANK,  
as Trustee under Trust No. 1173  
and not individually.  
BY: Assistant Vice President  
Signature of Trustee  
See attached Rider for  
Not personally, but as Trustee under a Trust Agreement dated

27. **WAVER OF JURY TRIAL.** The Mortgagee and the Mortgagor after consulting of and had the opportunity to consult with counsel, knowingly, voluntarily and intelligently, waive any right either of them may have to a trial by jury in any agreement or any of the transactions contemplated by this Mortgage, or any course of conduct, dealing, stipulations, whether oral or written or actions of either of them. Notwithstanding, the Mortgagee shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Mortgagee or the Mortgagor except by a written instrument executed by both of them.

28. **WARRANTY.** It is the obligation of the Mortgagee in conflict with any state or national law or is otherwise unenforceable for any reason whatsoever, except insofar as it shall be deemed null and void to the extent of such conflict or ineffectiveness, and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage. No waiver by the Mortgagee of any right or remedy, created or future to insist on strict performance by the Mortgagor shall affect or constitute a waiver of any right or remedy of the Mortgagee, nor shall the subsequent exercise of the same right or remedy by the Mortgagee for any subsequent default under the Mortgage, and all rights and remedies of the Mortgagee are cumulative. These provisions and agreements shall bind and these rights shall be to the benefit of the parties and their respective successors and assigns. If there is more than one Mortgagee, the obligations under this Mortgage shall be joint and several. This Mortgage shall be governed by Illinois law except to the extent it is preempted by Federal law or regulations.

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RIDER ATTACHED TO: Mortgage

DATED: 1-17-92

This MORTGAGE/TRUST DEED is executed by **AMALGAMATED TRUST & SAVINGS BANK**, not personally but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such trustee (and said **AMALGAMATED TRUST & SAVINGS BANK**, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said **AMALGAMATED TRUST & SAVINGS BANK** personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied herein contained, including but not limited to warranties, indemnifications and hold harmless representations made hereunder, all such liability, 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 Trustee and its successors and said **AMALGAMATED TRUST & SAVINGS BANK** personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any. In the event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

**AMALGAMATED TRUST & SAVINGS, NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER TRUST NO. \_\_\_\_\_**

BY: Michelle DeBella  
**VICE PRESIDENT**

ATTEST: Edward C. Dwyer  
**ASSISTANT SECRETARY**

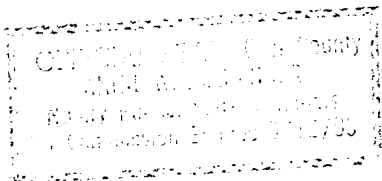
STATE OF ILLINOIS ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Michelle DeBella, VICE PRESIDENT, of AMALGAMATED TRUST & SAVINGS BANK, and Edward C. Dwyer, ASSISTANT SECRETARY, of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant 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 acts, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said banking corporation, did affix the said corporate seal of said banking corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said banking corporation as Trustee for the uses and purposes herein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS 17th DAY OF January, 1992

BY: David W. Alexander  
NOTARY PUBLIC



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Prepared by: J. Carter  
NBD Glenbrook Bank  
2801 Pfingsten Rd  
Glenview, IL 60025

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