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MORTGAGE ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

92302934

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (hereinafter referred to as this "Mortgage") is made as of April 28, 1992 from American National Bank & Tr. Co. of Chicago, not personally but solely as Trustee pursuant to Trust Agreement dated 1/25/91 and known as Trust No. 113610-03 ("Mortgagor"), with a mailing address at 33 N. LaSalle, Chicago, Illinois, 60690 to Spalter Finance Co. ("Mortgagee"), with a mailing address at 8831-33 Gross Point Road, Skokie, Illinois, 60077;

WHEREAS, on the date hereof, the beneficiary (the "Beneficiary") of the above-described Trust Agreement executed and delivered to Mortgagee his unconditional Guaranty ("Guaranty") of the Promissory Note (the "Note") of even date in the principal sum of NINETEEN THOUSAND TWO HUNDRED FORTY AND NO/100 (\$ 19,240.00 ) Dollars made by Supermercado El Paisano, Inc. dba Supermercado El Paisano Food & Liquor ("Maker") payable to the order of Mortgagee in installments as follows:  
FOUR HUNDRED AND 83/100 (\$ 400.83 ) Dollars on the 15th day of June, 1992 and FOUR HUNDRED AND 83/100 (\$ 400.83 ) Dollars on the same day of each and every month thereafter for 46 successive months and final installment of FOUR HUNDRED AND 99/100 (\$ 400.99 ) Dollars on the 15th day of May, 1996 (including a Finance Charge of \$ 7,215.00 as provided in the Note).  
All payments due under the Note shall be paid to Mortgagee at the office of Mortgagee at its address set forth above, and

WHEREAS, at the direction of the Beneficiary under the above-described Trust Agreement, the Mortgagor promises to pay out of the portion of the Trust Estate subject to the Trust Agreement the Note, the Guaranty and all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms.  
NOW THEREFORE, to secure payment of the Note when the same becomes due and payable (whether by lapse of time, acceleration or otherwise) including all renewals, extensions, modifications and refinancings and all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, and further to secure the payment and performance of the Guaranty, Mortgagor does hereby GRANT, MORTGAGE, CONVEY AND ASSIGN to Mortgagee, its successors and assigns, the following described real estate situated in the County of Cook, State of Illinois, to wit:

See attached rider.

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In the event this Mortgage, Assignment of Rents and Security Agreement is prepaid within two years of date, the maker shall pay a premium of \$1,700.00. Prepayment may be made after the expiration of two years without a payment of a premium.

1. 2906 N. Damen, Chicago, IL 60618

Street Address: 2. 1701 N. Campbell, Chicago, IL 60647

P.L.N. 14-30-121-040-0000 and 13-36-423-023-0000

Document prepared by Atty. Robert D. Gordon, 205 W. Randolph #2201, Chicago, IL 60606 - 236-0688

TOGETHER WITH (1) all buildings, improvements, fixtures, appurtenances, easements and hereditaments thereto belonging, and together with all equipment and machinery now or hereafter therein or thereon used to supply heat, gas, air conditioning, electrical, sprinkler systems, plumbing, water, light, power, refrigeration and ventilation; elevators, escalators, communication and electronic monitoring equipment, tanks, pumps and together with any other fixtures, equipment, machinery or other personal property now or hereafter placed on the above described property which shall be employed in connection with the operation, use, occupancy or enjoyment thereof; (2) all right, title and interest of Mortgagor, including any after-acquired title or reversion, in and to the rights-of-way, roads, streets, avenues and alleys adjoining the Mortgaged premises; (3) all rents, issues, proceeds and profits accruing and to accrue from the Mortgaged Premises and all right, title and interest of Mortgagor in and to any and all leases approved by Mortgagee now or hereafter on or affecting the Mortgaged Premises, whether written or oral, and all other leases and agreements for the use thereof (collectively "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission of Mortgagee given to Mortgagor to collect the rentals to be paid pursuant thereto, provided Mortgagor shall not be in default hereunder; and (4) all proceeds heretofore or hereafter payable to Mortgagor by reason of loss or damage by fire and such other hazards, casualties and contingencies insured pursuant to the insurance policies hereinafter described and awards and other compensation heretofore or hereafter payable to Mortgagor for any taking by condemnation or eminent domain proceedings of all or any part of the Mortgaged Premises or any easement or appurtenance thereof, including severance and consequential damage (said real estate and all of the above collectively referred to herein as the "Mortgaged Premises")

TO HAVE AND TO HOLD the Mortgaged Premises unto Mortgagee, its successors and assigns forever (Mortgagor hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State of Illinois and all rights of homestead created by the Federal Bankruptcy Code) provided, however, that if and when Mortgagor shall pay the principal and accrued interest on the Note and all other indebtedness hereby secured shall be paid in full and shall perform all of the terms, covenants and agreements contained herein, then this Mortgage shall be released upon the written request and expense of Mortgagor.

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Mortgaged Premises, that the Mortgaged Premises are unencumbered and that Mortgagor will warrant and defend generally the title to the Mortgaged Premises against all claims and demands, subject to any declarations, easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Mortgaged Premises

**MORTGAGOR HEREBY FURTHER COVENANTS AND AGREES AS FOLLOWS:**

1. Mortgagor hereby agrees, (a) to pay when due all indebtedness secured by this Mortgage, all interest thereon and all other indebtedness, obligations and liabilities which this Mortgage secures, (b) not to commit or permit to exist any waste of the Mortgaged Premises and to keep the Mortgaged Premises in good condition and repair; (c) to keep the Mortgaged Premises free of any mortgage, trust deed, mechanic's lien, or other lien or encumbrance, (d) not to suffer or permit unlawful use or any nuisance to exist upon the Mortgaged Premises, (e) not to remove or demolish any part of the improvements of a structural nature which would adversely affect the value of the Mortgaged Premises, (f) not to abandon the Mortgaged premises, (g) to pay when due any indebtedness or liability which may be secured by a mortgage, lien, other encumbrance or charge on all or any part of the Mortgaged premises equal or senior in priority to this Mortgage, (h) to complete within a reasonable time any buildings or improvements now or at any time in the process of erection upon the Mortgaged Premises; (i) immediately after destruction or damage to all or any part of the Mortgaged Premises to commence and promptly complete the rebuilding or restoration of buildings, improvements and all other property now or hereafter on the Mortgaged Premises unless Mortgagee elects to apply the proceeds of insurance to the indebtedness secured by this Mortgage as hereinafter provided, (j) to comply with all laws, regulations, rulings, ordinances, orders and all other requirements imposed by any governmental or other competent authority and with all restrictions, covenants and conditions relating to the Mortgaged Premises or to the use of thereof, (k) not to make or permit, without first obtaining the written consent of the Mortgagee, the use of the Mortgaged Premises for any purpose other than for which it was used on the date of this Mortgage or the removal, demolition or sale of any building, improvement, fixture, machinery or equipment now or hereafter upon the Mortgaged Premises; (l) to keep and maintain such books and records as required

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18. No consent or waiver, express or implied, by Mortgagee or by any breach or default by Mortgagor in the performance by Mortgagor of any obligations contained herein shall be deemed a consent to or waiver by Mortgagee of such performance in any other instance or any other obligation hereunder. The failure of Mortgagee to exercise either or both of its remedies to accelerate the maturity of the indebtedness secured hereby and/or to foreclose the lien hereof following any Event of Default hereunder, or to exercise any other remedy granted to Mortgagee hereunder or under applicable law in any one or more instances, or the acceptance by Mortgagee of partial payments of such indebtedness, shall neither constitute a waiver of any such Event of Default or of Mortgagee's remedies hereunder or under applicable law nor establish, extend or affect any grace period for payments due under the Note, but such remedies shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Mortgagee, may at Mortgagee's option be rescinded by written acknowledgment to that effect by Mortgagee and shall not affect Mortgagee's right to accelerate maturity upon or after any future Event of Default.

19. Mortgagor shall pay Mortgagee's costs and expenses, title charges, search fees, appraisal fees, recording fees, costs of survey, trust fees and attorneys' fees for negotiation, drafting, closing and protecting this Mortgagee and loan documents and for advice in connection therewith.

20. Mortgagee shall have the right to inspect the Mortgaged Premises at all reasonable times, and access thereto shall be permitted for that purpose.

21. Mortgagor represents and agrees that the proceeds of the Note will be used for business purposes and that Note and this Mortgage are exempt from limitations upon lawful interest, pursuant to the terms of the Illinois Revised Statutes, Chapter 17, Paragraph 6404

22. All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or three (3) business days after mailing by United States certified mail, return receipt requested, first class mail, postage prepaid, addressed to the parties hereto at their addresses as shown at the beginning of this Mortgage or to such other and different address as Mortgagor or Mortgagee may designate pursuant to a written notice sent in accordance with the provisions hereof

23. This Mortgage shall be construed in accordance with and governed pursuant to the laws of the State of Illinois. Whenever possible, each provision of this Mortgage shall be interpreted in such a manner as to be effective and valid pursuant to applicable law, provided, however, that if any part hereof shall be prohibited by or invalid thereunder, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Mortgage

24. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all the covenants, promises and agreements in this Mortgage contained by or on behalf of Mortgagor, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, vendees and assigns of such parties, whether so expressed or not. In addition, all covenants, promises and agreements of Mortgagor herein shall be binding upon any other parties claiming any interest in the Mortgaged Premises under Mortgagor. If more than one party signs this instrument as Mortgagor, then the term "Mortgagor" as used herein shall mean all of such parties, jointly and severally. In addition, the term "Mortgagor" shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage.

25. This Mortgage is executed by American National Bank and Trust, Company of Chicago, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee 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 the Note shall be construed as creating any liability on said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants, conditions and agreements herein or therein contained, either express or implied, all such liability, if any, being expressly waived by Mortgagee and every person now or hereafter claiming any right or security hereunder. Mortgagee further acknowledges and agrees that Mortgagee's sole recourse against Mortgagor shall be to proceed against the Mortgaged Premises and other property given as security for the payment of the Note and other indebtedness and obligations hereby secured, in the manner herein, in the Note and related loan documents and by law provided.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written

American National Bank and Trust Company of Chicago  
not personally, but solely as Trustee as aforesaid

ATTEST  
By: *[Signature]*  
Title: \_\_\_\_\_

By: *[Signature]*  
Title: TRUST OFFICER  
RECORDING \$29.50

ACKNOWLEDGMENT

TRAM 3395 05/04/92 15:41:00  
#3304 B \* - 92 - 302934  
COOK COUNTY RECORDER

22302934

STATE OF ILLINOIS  
COUNTY OF COOK

On this day of May, 1992, I, *[Signature]*, a Notary Public in and for the said County, did certify to the following: *[Signature]* Secretary of said Trustee who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers 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 Trustee as aforesaid, for the uses and purposes therein set forth, and the said Secretary then and there acknowledged that as custodian of the corporate seal of said Trustee (s)he affixed the seal as his/her own free and voluntary act and as the free and voluntary act of said Trustee as aforesaid, for the uses and purposes therein set forth Given under my hand and notarial seal this day of May, 1992.

My Commission Expires *[Stamp]*  
My Commission Expires *[Stamp]*

*[Signature]*  
Notary Public

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MAIL TO:  
SPALTER FINANCE CO.  
8831-33 Gross Point Road  
Skokie, Illinois 60077





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## R I D E R

### PARCEL I:

The South 8.95 feet of Lot 21 and Lot 22 (except the South 7.95 feet thereof) in Block 1 in William Hahne's Subdivision of the North 1/2 of Lot 13 (except the South 33 feet thereof) in Snow Estate Subdivision by Superior Partition of the East 1/2 of the Northwest 1/4 of Section 30, Township 40 North, Range 14, East of Third Principal Meridian, in Cook County, Illinois commonly known as 2906 North Damen Avenue, Chicago, Illinois 60618.  
Tax No. 14-36-121-040-0000

### PARCEL II:

Lot 76 in Oswald and Jaeger's Subdivision of Block 5 in Johnston's Subdivision of the East Half of the Southeast Quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 1701 N. Campbell, Chicago, Illinois 60647.  
Tax No. 13-36-423-023-0000

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