

1996 RELEASE UNDER E.O. 14176

10-12 between ALBANY BANK & TRUST

ALBANY BANK & TRUST COMPANY, N.Y., herein referred to as "Mortgagor", and ALBANY BANK & TRUST COMPANY, N.Y., herein referred to as "Mortgagee", witnesseth THAT, WHEREAS Mortgagor has heretofore executed and delivered unto Mortgagee a Deed of Trust, dated April 11, 1964, covering certain real estate situated in Albany, New York, described in the Deed of Trust as follows:

DOLLARS

made payable to ALBANY BANK & TRUST COMPANY, N.A., and delivered, in and by which said Note the Mortgagor promises to pay out of that portion of the trust estate subject to said Trust Agreement and heretofore specifically described, the first principal sum and interest from time of disbursement
on the balance of principal remaining from time to time unpaid at the rate of 10% per cent
in semi-annual installments as follows: \$1,000,000.00, \$1,000,000.00, \$1,000,000.00,

Dollars and cents, U.S.A. day of August 1937, and I, Leon Morris, and Three Hundred Eighty-four dollars and cents.

Dollars on the 1st day of each month thereafter until and note is fully paid except that the final payment of principal and interest shall not later than party shall be due on the 1st.

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The interest shall be adjusted to Albion, Indiana, and paid on the first day of July every year, by the day of July thereafter until maturity.

(The firm entry will start the
and she/he needs the number until maturity.)

The payment due for principal and interest shall also be adjusted to reflect any change in the interest rate based

Acceleration term. All accrued payment interest, plus or the interest which accrued by law to be paid, applied to interest on the unpaid principal balance and the remainder to prime rate, provided that the principal of each instalment unpaid when due shall bear interest after maturity at the rate of Albany Prime Rate plus 6% per annum, and all of said principal and interest of being made payable at Albany Bank & Trust Company N.A. in Chicago, Illinois or as the Mortgagor may, from time to time, in writing appoint.

The loan is payable in full on the last day of the year. At maturity or if Mortgagor demands payment, you must repay the entire principal balance of the loan and unpaid interest then due. The Mortgagor is under no obligation to continue the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you the money at prevailing market rates, which may be considerably higher than the interest rate on this loan. A late charge in the amount of % of the monthly payment due hereunder will be assessed for my sake if not made more than 10 days after the due date.

NOW, THEREFORE, Mortgagor, to secure the payment of the said principal sum, interest and expenses in accordance with the terms, provisions and intitutions of this Mortgage, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, convey, release, alien and conveys out of the Mortgagor's fee simple estate and interest, the following described Real Estate situated, lying and being in the COUNTY OF *[redacted]* and STATE OF ILLINOIS, to wit:

Debt incurred by the following Affected by Unlawful Taxation of Property, and
in the liquidation of Block 2 and 3, are as follows:
Debt incurred by the First Tax Collector of Township No. 10, Perry,
Penn., Board of the Third District School Board, in Cook County,
Illinois.

THE BOSTONIAN

93445915

Commonly Known As: MASTICATE, BEDFELD, VITENGE, DILMUL

PIX # 140000000000

which, with the property hereinafter described, is referred to as the "premises".
FOURTEEN with all improvements, furniture, equipment, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor, its successors or assigns may be entitled thereto which are pledged primarily and on parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Mortgagor, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

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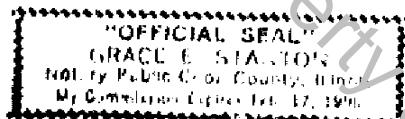
ALBANY BANK & TRUST COMPANY N.A., its Trust Officer, above signed and not personally

BY *[Signature]* Trust Officer
APTEST *[Signature]* Vice President

State of Illinois
County of Cook

I, the undersigned, a Notary Public in and for said County and State aforesaid,
DO HEREBY CERTIFY that the above-named Trust Officer and Vice
President of Albany Bank & Trust Company N.A. who are 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 own free and voluntary
act and in the free and voluntary act of said Bank as Trustee aforesaid for the
use and purpose thereon set forth, and the said Vice President thereof then and there
acknowledged that as custodian of the corporate seal of said Bank, did affix the
said seal of said Bank to said instrument as his own free and voluntary act and in
the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and
purposes herein set forth.

Given under my hand and notarized as this 17th day of October, 1990.



Grace E. Staats
Notary Public

D. Name - Albany Bank & Trust Company N.A.
E. Street - 3400 W. Lawrence Avenue
F. City - Chicago, Illinois - 60625
G. Zip - 60625
H. OR BOX 36

FOR RECORDS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

9/24/90
9/24/90

This Document Prepared By

Gary A. Worcenek, Senior Vice President
Albany Bank & Trust Company N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

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to cause or much additional time to be granted to do so and immediately due and payable, with interest thereon at the rate of All bank prime rate plus 4%, when paid or incurred by Mortgagor in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant by reason of this Mortgage or any indebtedness hereby secured, in all preparations for the commencement of any suit for the enforcement hereof or after-acquired rights to foreclose whether or not actually commenced, or in preparations for the defense of any threatened suit or proceeding which might affect the premises or the security herein, whether or not actually commenced.

(c) The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority. First, an account of all costs and expenses incident to the foreclosure proceedings, *including all such items as are mentioned in the preceding paragraph hereof*; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagor, its legal representatives or assigns, or their right, now or hereafter.

(d) Upon or at any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed shall appoint a receiver of said property chosen by the Mortgagor. Such appointment may be made either before or after issue, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons to my title to the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a home or not and the Mortgagor hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the period of such receivership and during the full statutory period of redemption, whether there be redemption or not, and to sell the same for any further sum when Mortgagor, at any time, is in arrears, except for the intervention of such receiver, would be entitled to collect such rents, issue and profits, and all other power which may be necessary or convenient in such case. For the protection, preservation, control, management and operation of the premises during the whole of such period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in part or in part, to the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or levy which may be in becoming superior to the lien hereof or such decree, provided such application is in the power of such court, to the deficiency in case of a sale and deficiency.

(e) Mortgagor shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose. (f) Mortgagor has no duty to examine the title, location, existence, or condition of the premises, nor shall Mortgagor be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the recorder hereof, nor be liable for any act or omission of him/her, except in case of his own gross negligence or misconduct or that of the agents or employees of Mortgagor, and it may require indemnification satisfactory to it before exercising any power herein given.

(g) No prepayment privilege, see Note hereby secured.

(h) In addition to payment of principal and interest above provided, the Mortgagor shall pay each month to the holder or holders of said Note, 1/12th of the annual general real estate taxes assessed on the property against and payable.

(i) The Mortgagor is prohibited from selling, conveying, mortgaging the beneficial interest in and to, entering into Article of Agreement for the sale of, leasing, renting, or in any manner transferring title to the premises which are subject to the Mortgage, assuming the Note without the prior written consent of the Bank. Failure to obtain prior written consent shall constitute a default hereunder entitling the Bank to declare the whole of the debt immediately due and payable.

(j) The Mortgagor, if it so desires, reserves the right to extend, modify or renew the Note secured hereby at any time and from time to time. This Mortgage shall secure my and all successive or subsequent of the whole or any part of the indebtedness hereby created, however evidenced, with interest at such lawful rate as may be agreed upon and any such renewal or extension of any change in the term or rate of interest shall not impair in any manner the validity of or priority of this Mortgage in favor of the Mortgagor, from personal liability to the indebtedness hereby secured. In the event of any extension, modification or renewal agreement, shall not be necessary and need not be filed.

(k) Mortgagor agrees that until said Note and any extension or renewal thereof and also my and all other indebtedness of Mortgagor to the Mortgagor, hereunto or hereafter incurred, and without regard to the nature thereof, shall have been paid in full, Mortgagor will not, without the prior written consent of the Mortgagor, create or permit any lien or other encumbrance other than presently existing liens and items securing the payment of loans and advances made to them by the Mortgagor to exist on said real estate.

(l) The real estate described herein shall assume the obligations and shall also assume any other liability, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of Mortgagor to Mortgagor or the successors and assigns, provided however, that in no event shall this Mortgage secure indebtedness of the Mortgagor to the Mortgagor in an amount exceeding \$3,470,000.

(m) Mortgagor hereby waives any and all rights of redemption under any order or judgment of foreclosure pursuant to rights herein granted on behalf of the Mortgagor, the Trust Estate, and all persons beneficially interested therein and waives every person requiring any interest in, or title to, the premises described herein subsequent to the date of this mortgage, and on behalf of all other persons to the extent permitted by the provisions of Chapter 140, Section 18-1803(b), PL Rev. Stat.

(n) THIS MORTGAGE is executed by Albany Bank & Trust Company N.A., not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and Albany Bank & Trust Company N.A. hereby warrants out its powers 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 said Mortgagor or on said Albany Bank & Trust Company N.A. personally to pay the said note in my interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied, herein contained, to *nothing but not limited to* all environmental representations, all such liability, if any, being expressly waived by Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that as far as the Mortgagor and its successors and said Albany Bank & Trust Company N.A. personally are concerned, the Mortgagor, shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement hereof hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the grantors, if any.

IN WITNESS WHEREOF, Albany Bank & Trust Company N.A., not personally but as Trustee as aforesaid, has caused the presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Vice President, the day and year first above written.

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IT IS FURTHER UNDERSTOOD AND AGREED THAT

2. Mortgagors represent and agree that except as set forth in writing to the Mortgagee, the premises are being leased with all Environmental Laws as currently determined. If there are no such documents existing at the time of closing during the term of the note, the stipulation of each party is to give written notice to the other to include in their Mortgagee and as party to any litigation or administrative proceeding prior to the best of Mortgagor's knowledge, or where any litigation or administrative proceeding is contemplated or threatened, to or before the filing of any Environmental Laws that neither the premises nor Mortgagor is subject to any judgment, decree, order, citation, hearing, or related action, awarding any of any Environmental Laws which Mortgagor has obtained all permits or licenses and filed all reports required under any applicable Environmental Laws. Likewise, "Environmental Laws" shall mean any and all federal, state and local law, statutes, regulations, ordinances, codes, rules and other governmental restrictions or requirements relating to matters of environmental protection, pollution, pollution control, protection of conservation, including without limitations those relating to the presence, manufacture, and removal of asbestos now or any time hereafter in effect. Mortgagor covenants and agrees to comply with all applicable Environmental Laws and to require its tenants or others occupying the premises to comply with all applicable Environmental Laws and to provide to Mortgagor immediately upon receipt copies of any correspondence of any nature which may be served by Mortgagor relating to Environmental Laws and to advise Mortgagor in writing as soon as Mortgagor becomes aware of any violation or cause to believe what could be true of the representations or statements contained in this paragraph the complete or incomplete. In the event Mortgagor determines in its sole and absolute discretion that there is any evidence that any such statement is false or whether or not described in any communication or communication between Mortgagor or Mortgagor's attorney, expense and at no expense to Mortgagor, to permit an environmental audit to be conducted by Mortgagor or one independent spent selected by Mortgagor. The provisions of this article shall not affect Mortgagor's right to conduct its own audit or taking any other steps necessary to comply with any Environmental Laws to the opinion of Mortgagor. There shall be any uncorrected violation of any Environmental Law or any condition which requires or may require any cleanup or removal or other remedial actions and such notice to the lessor, lessee, or other tenant shall not be completed until ninety (90) days from the date of written notice from Mortgagor to Mortgagor, the same shall be the opinion of Mortgagor and shall be final hereunder without further notice or comment.

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Mortgagor agrees to indemnify, defend and hold Mortgagor and its successors, assigns, heirs, executors, administrators, employees and agents harmless from and against all losses, damages, liabilities, obligations, claims, costs and expenses (including without limitation attorney's fees and costs) incurred by Mortgagor, whether present or after the date hereof and whether direct, indirect, or consequential, relating to or arising out of matters of environmental protection, pollution, health, safety, constitution or operation, including without limitation those relating to the prevention, maintenance, or removal of asbestos. Any amount unpaid owed by Mortgagor to Mortgagor under this paragraph shall constitute additional indebtedness covered by the Mortgage. Any of the provisions of the Mortgage to the contrary notwithstanding, the representations, warranties, covenants, agreements, and indemnifications otherwise contained herein shall survive all notice of termination of the relationship between Mortgagor and Mortgagor, including, without limitation, the repayment of all amounts due under the Mortgage, cancellation of the Note and the release of any and all of the Lien documents.

a. The Mortgagee making any payment lawfully authorized relating to taxes or assessment bills, or to any bill, statement or estimate procured from the appropriate public officer without notice to the Lender of such bill, statement or estimate or of the validity of any tax, assessment, sale, forfeiture, bid, item or article claimed thereon.

4. At the option of the Mortgagor and without notice to Mortgagor, its successors or assigns, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the note or in this Mortgage to the contrary, become due and payable (1) immediately in the case of default in making payment of any installment of principal or interest on the note or (2) at the event of the failure of Mortgagor, the executors or administrators to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, and option to be exercised at any time after the expiration of said three day period.

6. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagor shall have the right to foreclose the hereinbefore-mentioned title to or interest in the premises, which shall be all sold and included in additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagor for attorney's fees, trustee's fees, appraisal fees, costs for documentary and expert evidence, stenographer's charges, publication costs and so forth which may be estimated as to items to be expended after entry of the decree or procuring all such abstracts of title, title searches and examinations, quitrents, perquisites, Tenancy certificates and similar documents and instruments with respect to title as Mortgagor may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall