93620505

HORTGAGE

THIS IMPENTURE, made this

TRIS IMPORTURE, made this \$\forall day of August, 1973 , between PARSMAY SAM" AND TRUST COMPANY, met individually, but as Trustee, under the provisions of a Deed or Deeds in Trust duly "compad and delivered to said Bank in pursuance of a Trust Agreement deted September 12, 1986 and known as Trust \$\forall \cdot \cdot

THAT VMEREAS, Mortgagor has concurrently herewith executed a Instalment Note bearing even date herewith in the principal amount of THEEE MANDRED THENTY THOUSAND and 00/100 (\$320,000.00) DOLLARS payable monthly to Mortgages and delivered, in and by which said Note, Mortgagor promises to pay as therein stated, the said principal sum plus interest at the rate of THO AND ONE NALF (2%%) Percent per armum above the Prime Rate of Interest Charged from time to time and FOLM AND ONE NALF (4%%) Percent per armum above the Prime Rate of Interest charged by the Bank from time to time after default or maturity, with a minimum interest rate of EIGHT AND ONE NALF (8%%) Percent. Terms of said Note are incorporated by reference herein.

ACM TOFREFORE, this Mortgage is given to secure the payment of the said principal sum of money and said interest ther on and the performance of the covenants and agreements herein contained, as well as any and all renewals, modifications or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon. Any such renewal, modification or extension or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Mortgage, nor release the Mortgagor from personal liability for the indebtedness hereby secured. Therefore, the Mortgagor does by these presents, grant, remise, release, and convey unto the Mortgagee, its successors and assigns, the following described Real Estate situated, lying and being in the County of Cook, and the state of Illinois, co-wit:

Lot 24 in Black 2 in the addition of Out LOT "E" in Wrightwood, being a Subdivision of the Southwest Quarter of Section To, Township 40 North, Range 14, East of the Third Principal Heridian, in Cook County, Il inois.

PROPERTY: 2625 N. Halsted Street Inicago, Illinois 60614

P.I.N. No. 14-25-302-012

🔩 DEPT-01 RECORDING 🦥

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. COOK COUNTY RECORDER

Which, with the property hereinafter described is referred to herein as the "Premises."

TOGETHER with all improvements thereon and which asy hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said Premises.

It is mutually coveranted and agreed, by and between the parties here to that, in addition to all other things which at law or by convention are regarded as fixtures, and specifically but not by way of limitation all shades and awnings, screens and carpets, shrubbery, gas and electric fixturer, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water-wiseks, basins, pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigerating plints, icaboxes, electric refrigerators, air conditioning apparatus, cooking apparatus and appurtenances, and furth other goods and chattels as may ever be furnished by a landlord in letting and operating an unfurnished building, similar to any building now or hereafter standing on said Premises, whether or not the same are on the attached to said building by nails, screws, boits, pipe connections, masonry, or in any other manner whats ever, which are now or hereafter to be used upon said described Premises shall be conclusively deemed to the "firstures" and an accession to the freehold and a part of the reality, whether affixed or anxieved or not, and conversed by this Mortgage; and all the estate, right, title or interest on the said Mortgagor in and to said Premise; property, improvements, furniture, apparatus, furnishings and fixtures, are hereby expressly conveyed, assigned and pledged; and as to any of the property aforesaid, which does not so form a part and parcel of the Real Estate or does not constitute a "fixture" as such term is defined in the Uniform Commercial Code. This Mortgage is also deemed to be a Security Agreement under the Uniform Commercial Code for the Purpose of creating hereby a security interest in such property, which Mortgagor as Debtor hereby grants to the Mortgagee as Secured Party (as such terms are defined in the Uniform Commercial Code).

TO MAVE AMD TO MOLD the above described Premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth and for the security of the said Note hereinbefore described, and interest thereon and free from all rights and benefits under and by virtue of the Nomestead Exemption Laws of the State of Illinois, which said rights and benefits the same Mortgagor does hereby expressly release and waive.

In addition, the Mortgagor coverants with the Mortgages as follows:

Mortgagor shall promptly pay when due without setoff, recoupsent, or deduction, the principal

Box 250

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of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note.

- 2. All payments received by Mortgagee under the Note and
  Paragraph 1 hersof chell be applied by Mortgagee first in payment of interest payable on the Note, then to the
  gringing of the Note, including any amounts considered as added thereto under the terms hereof.
- 3. Hortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereefter on the Premises which may become damaged or be destroyed; (2) keep said Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the tien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof and exhibit satisfactory evidence of the discharge of such prior lien to Mortgagez; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (5) comply with all requirements of ism or municipal ordinances with respect to the Premises and the use thoreof; (6) make no material attentions in said Premises except as required by law or municipal ordinance.
- 4. Mortgagor shall immediately pay when due all general taxes, and shall pay special taxes, special assection its, water charges, sever service charges, and other charges against the Premises when due, and shall furnish to fortgages duplicate receipts therefor within thirty (30) days after payment. Mortgagor shall deposit with Mortgagor each month an amount equal to One-twelfth (1/12%) of the annual real estate taxes assessed for the property based upon the last available tax bill.
- 5. Mortgard shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, lightning and such other risks and hazards as are insurable under the present and future forms of all-risk insurance policies, providing for payment by the insurance companies of moneys sufficient either to prothe cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies religiactory to the Hortgages, under insurance policies payable, in case of loss or damage, to Mortgages, such rights to be evidenced by the standard mortgages clause to be attached to each policy, and shall deliver all policies, including additional and remeat policies, to Mortgagee, and in case of insurance about to expire, shall deliver remeat policies not less than ten (10) days prior to the respective dates of expiration. All policies of insurance shall contain a provision requiring that the coverage evidenced thereby shall not be terminated on previally modified without thirty (30) days prior written notice to the Hortgagee.
- In case of loss by fire or other casualty, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor as the case may be) is hereby authorized either (i) to settle and adjust any claim under such insurance policies without consent of Mortgagor, or (ii) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money. If (i) Mortgagor is obligated to restore or replace the damaged or distroyed buildings or (sprovements under the terms of any lease or (eases which are or may be prior to the lier of this Mortgage, and (11/ such damage or destruction does not result in cancellation or termination of such lease, and (iii) the insurers or not deny liability as to the insureds, such proceeds, after deducting therefore any expenses incurred in the rollection thereof, shall, subject to the provisions of subparagraph B and C hereof, be used to reimburse Mortragor for the cost of rebuilding or restoration of buildings and improvements on the Premises. In all other cases, such insurance proceeds may, at the option of Mortgagee, wither be applied in reduction of the indebtody a secured hereby, whether due or not, or be held by the Nortgagee and used to relaburse Nortgagor for the cost of rebuilding or restoration of the buildings or improvements of the Premises. In the event Mortgagee elects to apply said insurance proceeds in reduction of the indebtedness secured hereby, all expenses and fees of collection shall first be deducted and paid to Mortgagee, and it is further covenanted and agreed that should the ner insurance proceeds be insufficient to pay the then existing indebtedness secured hereby, together with all school interest thereon, fees and charges. Mortgages may, at its sole election, declare the entire unpaid balance on the debt, secured hereby to be immediately due and payable, and the failure to the payment thereof shall be a de ault hereunder.
- B. In the event Mortgagee elects to permit any such insurance proceeds to be applied to pay for the cost of rebuilding or restoration of the buildings and improvements on the Premises, corn funds will be made evailable for disbursement by Mortgagee; provided, however, that (i) should any insurance unmouth have, in the opinion of Mortgagee, a defense against Mortgagor (but not against Mortgagee) to any claim for payment due to damage or destruction of the Premises or any part thereof by reason of fire or other casualty, submitted by Mortgagee or any party on behalf of Mortgagee, or should such Company raise any defense against Mortgagee (but not against Mortgagor) to such payment or (ii) should the net proceeds of such insurance collected by Mortgagee together with any funds deposited by Mortgagor with Mortgagee be less than the estimated cost of the requisite work as determined by Mortgagee, which estimate shall include a reasonable contingency, then in either case Mortgagee may, at its option, whether or not Mortgagee has received finds from any insurance settlements, declare the unpaid belance of the debt secured hereby to be immediately due and payable, and Mortgagee may then treat the same as in the case of any other default hereunder. In the event such proceeds are applied toward restoration or rebuilding, the buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. Such proceeds shall be small such architecting insurance against mechanic's liens and/or a statements and other evidence of cost and of payments, including insurance against mechanic's liens and/or a performance bond or bonds in form satisfactory to Mortgagee which shall be the sole or a dual obligee, and which bonds shall be written with such surety company or companies as may be satisfactory to Mortgagee prior to the

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communication of any such repair or rebuilding. Disbursement of such insurance proceeds shall not exceed ninety percent (90%) of the value of the sork performed from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of the Murtgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

- C. In case of loss after foreclosure proceedings have been instituted, the proceeds of any \_uch insurance policies, if not applied as aforesaid in rebuilding or restoring the building or improvements, shell be used to pay the amount due in accordance with any decree of foreclosure, that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same, or as the court may direct. In case of the foreclosure of this Mortgage, the sourt in its decree may provide that the Mortgagee's clause attached to each of said insurance policies may be canceled and that the decree may further provide that in case of one or more redemptions under said decree, pursuant to the statute in such case nade and provided, then and in every such case, each successive rademptor may cause the preceding loss clause attached to each insurance policy to be canceled and a new loss clause to the attached hereto, making the loss thereunder payable to such redemptor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgager, to assign any act all insurance railcies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance palicies. Nothing contained in inite Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing on any inpure policy; to rebuild, repair or repiace any damaged or destroyed portion of the Premises or any improvements thereon; or to perfors any act hereunder.
- 7. North-or hereby assigns, transf-award or any claim for any jes for all or any part and sets over unto Mortgages the entire proceeds of any the Premises taken or damaged under the power of eminent domain or by condemnation. The Mortgagor, hereby settle, compromise and adjust any and all claims powers Mortgagee, in the Mortgagee's sole discretion, to rights arising under any condemnation or eminent domain proceeding relating to the Previous or any portio thereof. Nothing contained in this Mortgage shall create any responsibility or obligation or the Mortgagee t collect any amount owing due to any condemnation or eminent domain proceeding or to rebuild, repair or replace any portion of the Premises or any improvements thereon or to perform any act hereunder. Mortigines may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether the or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Morlagee and used to relimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements in hr Premises, in accordance with plans and specifications to be submitted to and approved by Mortgagee. It the Mortgagor is obligated to restore or replace the demaged or destroyed buildings or improvements under the time of any lease or leases which are or may be prior to the lian of this Mortgage and if such taking does not result in cancellation or termination of such lease, the award shall first be used to relaburse Mortgagor for the lost of rebuilding or restoring of buildings or improvements on the Premises, provided Mortgagor is not then in default under this Mortgage. In the event Mortgagor is required or authorized, by Mortgagee's election as aforesaid, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such exerd is instifficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such costs in excess of the avera, before being entitled to reinbursament out of the award. Any surplus which may remain out of said award siter cayment of such costs of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto.
- 8. In the event that the Mortgagor fails to make any parkent or perform any act required hereunder, the Mortgagor may, but need not, make said payment or perform any act in any form and sunner deemed expedient, and may, but need not, make full or partial, payments of principal or interest on prior encumbrances, if any, and purchase, dischargo, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or confest any tax or essessment. All moneys paid for any of the purposes herein authorized and all expenses paid or inchared in connection therewith, including attorneys! fees, and any other moneys advanced by Mortgagee to purpose the mortgaged Premises and the lien hereof, plus reasonable compensation to Mortgagee for each matter conserving which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate payable on the principal outstanding under the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagor.
- 9. The Hortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.
- (0. At the option of Mortgagee, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgagee shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default under the terms of the Note; (b) immediately in the event Mortgagor shall, without the prior written consent of Mortgagee, sell, transfer, convey, encumber, or assign the title to all or any portion of the Premises, or the rents, issues, or profits therefrom, whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing, including, but not limited to, transfer to an illinois Land Trust, or (c) immediately when default shall occur in the performance of any other agreement of the Mortgagor herein contained.



- 11. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, Mortgagee's fees, appraiser's fees, outlays for documentary and expert evidence, stemographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which say be had pursuant to such decree the true condition of the title to or the value of the Premises. Att expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and ismediately due and payable, with interest thereon at the rate psyable on outstanding principal under the Note, when paid or incurred by Mortgages in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claiment or defendant, by reason of this Hortgage or any indebtedness hereby secured; (b) preparations for the communcement of any suit for the foreclosure hereof after accrual of such right to foracless whether or not actually commenced; or (c) preparations for the defense of any threstened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.
- 12. The proceeds of any forectosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the forectosure proceedings, including, but not limited to, all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof, constitute secured indebtedness in addition to that evidenced by the mote, with interest thereon as herein provided; third, all principal and interest remaining unpaid on other liebilities of Mortgagor to Mortgagee; fifth, any surplus to Mortgagor, its successor or assigns, as their rights are uppear.
- 13. Upon, or at any time the fiting of a bill to foreclose this Mortgage, the court in which such bill is filed may appoint a receiver of said Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency or Nortgagor at the time of application for such receiver and without regard to the coun value of the Premises or whether the same shall be then occupied as a homestead or not during the pendiccy of such foreclosure suit, and in case of a sale and a deficiency, during the full statutory period of receiving, whether there be rents, issues, and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in juyment in whole or in purt of: (1) the indebtedness secured hereby, or any decree foreclosing this Mortgage, or any tax, special answerment or other lien which may be or become superior to the lien hereof or of such decree, privided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 14. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.
- 15. Mortgagee shall have the right to inspect the Premiser at all reasonable times and access thereto shall be permitted for that purpose.
- 16. Mortgages has no duty to examine the title, location, existing or condition of the Premises, nor shall Mortgages be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereusder, except in case of its own gross negligence, or misconduct or that of the agents or employees of Mortgages, and it may require indemnities satisfactory to it before exercising any power herein given.
- 17. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has begridly paid.
- 18. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include act such persons and all persons liable for the payment of the indebtedness or any part hereof, whether is not start persons shall have executed the Note or this Mortgage.
- 19. This Mortgoge shall be governed by and interpreted according to the laws of the State of Illinois. In the event any provision of the Mortgoge, or the Mote, conflict with said law, such confict shall not affect any other provision of the Mortgoge, or the Mote which can be given effect without reference to the conflict. In this regard, the provisions of the Mortgoge and the Note shall be deemed severable.
- 20. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

This Mortgage is executed by PARKMAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid in 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 said note contained shall be construed as creating any liability on said Mortgagor or on said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors and said Trustee personally are concerned the legal holder or holders of said Note and the owner or owners of the 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 guerantor, if any.

IN MITNESS UNEREOF, Parkway Bank and Trust Company not personally but as Trustee as aforesald, has caused these presents to be signed by its Vice President-Trust Officer, and its corporate seel to be hereunto affixed and Attested by its Assistant-Trust Officer the day and year first above written.

> PARKWAY BANK AND TRUST COMPANY, as Trustee as aforesaid and not Personally under its Trust No. 7958 Tuck Ita: Assibtant-lime

STATE OF ILLINOIS

COLINTY OF COOK

Coop Coop aforesaid, DO HEREBY CERTIFY that a Notary Public in and for said County, in the state \_ Vice President - Trust Officer of THE PLANE Y PORTONSEL HARCEGE V. AND TENSEL PIANE PARKUAY BANK AND TRUST COMPANY and Assistant-Trust Officer of said Bank, who are personally known to me to be the same person whose names are subscribed to the foregoing instrument as such Yice President Trust Officer, and Assistant-Frust Officer, CASHIC Representatively 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 said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant-Trust Officer then and there acknowledge that said Assistant-Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant-Trust Officer; own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 57k day of August, 1995.

Notary Public

This Document Prepared By: Actorney Perry G. Callas Bishop, Callas & Wagner 550 Woodstock Street (815) 455-0244 3832.7MG

"OFFICENCE SEAL" GLORIA WIELGOS NOTARY PUBLIC, STATE OF HUNDIS My Commission Expires 08 25/95

Record and Return Tu: Perry G. Callas 550 Woodstock Street Crystal Lake, IL. 600%

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