



93727344

Mortgage

UNOFFICIAL COPY

THIS MORTGAGE is made on August 25, 1993 between

not personally, but as Trustee under a Trust Agreement dated 19 and known as

Trust No. Janelle R. Brittain & Diana M. Valletta

whose address is: 1213 Michigan Ave. #1213-1, Evanston, IL 60201

(the "Mortgagor")
(Bank Name)

and NBD Bank

a state corporation whose address is: 1603 Orrington, Evanston, IL 60201

(the "Mortgagee")

* 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 Evanston
County of Cook State of Illinois

UNIT NUMBER 1213-1 AS delineated on SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER PARCEL) LOTS 11 AND 12 IN STOCKHAM'S RESUBDIVISION OF BLOCK 2 IN BLISS, ADDITION TO EVANSTON IN EAST 1/2 OF NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY THE MICHIGAN PARK CONDOMINIUM ASSOCIATION DATED OCTOBER 29, 1976 AND RECORDED IN COOK COUNTY, ILLINOIS RECORDER'S OFFICE, AS DOCUMENT NUMBER 23705298 TOGETHER WITH AN UNDIVIDED 4.615 PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS HEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY IN COOK COUNTY, ILLINOIS.

Commonly known as 1213 Michigan Ave. #1213-1, Evanston, IL 60201

Parcel Identification No. 11-19-205-012-1025

DEPT-01 RECORDINGS \$27.50
110011 TRAM 8870 09/13/93 0915100
33902 \$ * - 23 - 727.344
COOK COUNTY RECORDER

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, franchises, privileges and benefits;
- (2) Land lying in the bed of any river, in the lake, opened, proposed or vacated, or any strip or strip of land, whatsoever located now or in the future in or upon the Premises and used or useable 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 affixed or annexed or not, shall for the purposes of this Mortgage unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged and warrantable to the Mortgagee;
- (3) All mineral, oil, gas and water rights, royalties, water and water stock, if any;
- (4) 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 attorneys' and paralegal fees, costs and disbursements incurred by the Mortgagee in connection with the collection of any such award or payment;
- (5) All of the rents, issues and profits of the Premises under present or future leases, or otherwise.

The Premises are encumbered except as follows:
to Citicorp Savings of IL \$10,000.00 mortgage document #89216643 in the name of Janelle R. Brittain, divorced and not since remarried, and Diana M. Valletta, single (paid by loan proceeds)
\$80,000 mortgage document no. 24919116 to First Federal S & L in the name of Janelle R. Brittain, divorced and not since remarried and Diane Valletta, spinster.

Permitted Encumbrances: If the Premises are encumbered by Permitted Encumbrances, the Mortgagee 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 Mortgagor is authorized to request and receive that information from any other person without the consent or knowledge of the Mortgagee.

This Mortgage secures the indebtedness or obligation evidenced by:

- (i) The notes dated August 25, 1993 in the principal amount(s) of \$15,000.00 respectively, maturing on August 25, 1995 executed and delivered by the Mortgagor with interest at the per annum rate of eight percent (8.0%) fixed 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 four percent in excess of the prime rate percent (4%) of NBD Bank in effect f/t/t and

(ii) the guaranty of the debt of executed and delivered by 93727344 to the Mortgagee, and

(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 \$ 15,000.00 at any one time outstanding.

FUTURE ADVANCES AND CROSS LIENS: 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 for personal, family or household purposes unless the note or guaranty expressly states that it is secured by this Mortgage.

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 Mortgagee shall promptly notify the Mortgagor of any lien on all or any part of the Premises and shall promptly discharge any unpermitted lien or encumbrance.

This Mortgage shall also secure the performance of the promises and agreements contained in this Mortgage.

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 now in force governing the taxation of mortgages or debts secured by mortgages, or the manner 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 Mortgagee.

The Mortgagee promises and agrees as follows:

1. PAYMENT OF DEBT PERFORMANCE OF OBLIGATIONS. The Mortgagee shall promptly pay when due, whether by acceleration or otherwise, the Debt for which the Mortgagee 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.

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 Mortgagee 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 of the Premises 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.

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 Mortgagee may, at its option and at the expense of the Mortgagor, pay the amounts due for the account of

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and shall be the Mortgagee's employees, agents, officers and directors, from time to time, and the Mortgagee shall defend, indemnify and hold harmless the Mortgagor, its employees, agents, officers and directors, from time to time, against all claims, demands, damages, losses, liabilities, judgments, settlements, damages, expenses, costs and litigation expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Mortgagor or any third party in connection with the performance or non-performance of the obligations under this Agreement. The Mortgagee shall defend, indemnify and hold harmless the Mortgagor, its employees, agents, officers and directors, from time to time, against all claims, demands, damages, losses, liabilities, judgments, settlements, damages, expenses, costs and litigation expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Mortgagor or any third party in connection with the performance or non-performance of the obligations under this Agreement.

ASSIGNMENT OF INTEREST AS TENANT OR LESSOR. If the Mortgagee assigns or conveys all or part of its interest in the Property, the Mortgagee shall remain obligated to perform its obligations under this Agreement, and the Mortgagee shall remain liable for the performance of its obligations under this Agreement. The Mortgagee shall remain obligated to perform its obligations under this Agreement, and the Mortgagee shall remain liable for the performance of its obligations under this Agreement.

ALTERATIONS, REMOVAL. No building, structure, improvement, fixture, or personal property containing any part of the Premises shall be removed, altered, added to, or otherwise changed, without the prior written consent of the Mortgagee. The Mortgagee shall have the right to enter upon and inspect the Premises at all reasonable times to determine the condition of the Premises and to determine whether any alterations, removals, or additions are necessary to protect the interests of the Mortgagee.

WARRANTY. The Mortgagee shall warrant to the Mortgagor that the Mortgagee has the right to make the loan, and that the Mortgagee is not subject to any lien or other claim that may affect the performance of its obligations under this Agreement.

RESPONSE TO REQUEST FOR INSURANCE. Mortgagee shall, at the request of the Mortgagor, provide the Mortgagor with a copy of the mortgagee's policy of insurance covering the Property, and shall provide the Mortgagor with a copy of the mortgagee's policy of insurance covering the Property, and shall provide the Mortgagor with a copy of the mortgagee's policy of insurance covering the Property.

Subject to the limitations set forth below, the Mortgagee shall defend, indemnify and hold harmless the Mortgagor, its employees, agents, officers and directors, from time to time, against all claims, demands, damages, losses, liabilities, judgments, settlements, damages, expenses, costs and litigation expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Mortgagor or any third party in connection with the performance or non-performance of the obligations under this Agreement.

HAZARDOUS WASTE. The Mortgagee represents and warrants to the Mortgagor that the Mortgagee has not used, stored, disposed of, or otherwise handled, any hazardous waste, and that the Mortgagee has not used, stored, disposed of, or otherwise handled, any hazardous waste, and that the Mortgagee has not used, stored, disposed of, or otherwise handled, any hazardous waste.

ENVIRONMENTAL LIABILITY. Notwithstanding any other provisions in this Agreement, the Mortgagee shall not be liable for any claims, demands, damages, losses, liabilities, judgments, settlements, damages, expenses, costs and litigation expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Mortgagor or any third party in connection with the performance or non-performance of the obligations under this Agreement.

DEFERRED PAYMENT. Notwithstanding any other provisions in this Agreement, the Mortgagee shall not be liable for any claims, demands, damages, losses, liabilities, judgments, settlements, damages, expenses, costs and litigation expenses, including reasonable attorneys' fees, that may be asserted against or incurred by the Mortgagor or any third party in connection with the performance or non-performance of the obligations under this Agreement.

SECURITY INTEREST. This Mortgage also constitutes a security interest in the Property, and the Mortgagee shall have the right to foreclose on the Property in the event of default under this Agreement. The Mortgagee shall have the right to foreclose on the Property in the event of default under this Agreement.

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the presence, disposal, release or threatened release of any Hazardous Material on, over, under, from or affecting the Premises...

- (i) The Mortgagor shall have no indemnity obligation with respect to Hazardous Material that are first introduced to the Premises...
(ii) The Mortgagor shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Premises...

The Mortgagor agrees that in the event this Mortgage is foreclosed on the Mortgagor tender a deed in lieu of foreclosure, the Mortgagor shall deliver the Premises to the Mortgagee free of any and all Hazardous Material...

For purposes of this Mortgage "Hazardous Materials" means any material or substance (i) which is or becomes defined as a "hazardous substance"...

"Governmental Regulations" 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 Mortgagee under the Debt...

17. EVENTS OF DEFAULT/ACCELERATION: 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...

16. REMEDIES UPON DEFAULT: Upon the occurrence of any of the events of default set forth in this Mortgage, at the sole option of Mortgagee...

16. REMEDIES UPON DEFAULT: Upon the occurrence of any of the events of default set forth in this Mortgage, at the sole option of Mortgagee, the note and/or any other liabilities shall become immediately due and payable...

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...

20. NOTICES: Notices from any party to another relating to this Mortgage shall be deemed effective if made in writing, including telecommunication and delivered to the recipient's address...

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