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THIS INSTRUMENT WAS PREPARED BY:

Benjamin D Debs

FIRST BANK AND TRUST CO. OF ILLINOIS
300 EAST NORTHWEST HWY.

PALATINE, ILLINOIS 60067

Mortgage

Loan No. 3750420

(Corporate Trustee Form)

THIS INDENTURE WITNESSETH: That the undersigned

FIRST BANK AND TRUST COMPANY OF ILLINOIS

a corporation organized and existing under the laws of the STATE OF ILLINOIS
not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the
undersigned in pursuance of a Trust Agreement dated AUGUST 31, 1993 and known as trust number

10-1771, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

FIRST BANK AND TRUST COMPANY OF ILLINOIS

a corporation organized and existing under the laws of the STATE OF ILLINOIS
hereinafter referred to as the Mortgagor, the following real estate in the County of COOK

in the State of ILLINOIS, to wit:

LOT 43 IN THE SUBDIVISION OF BLOCK 5 IN WILLIAM LILL AND HEIRS OF MICHAEL
DIVERSEY'S DIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION
29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1510 W. WOLFRAM, CHICAGO, ILLINOIS 60657
P.I.N. 14-29-124-041-0000

This instrument contains a description of the property described above or placed thereon including all apparatus, equipment, fixtures, or articles whether movable or otherwise, which are held by the Mortgagor as security for the debt, light, power, refrigeration, ventilation, or other services, and any other thing the Mortgagor may furnish thereon or therein, the furnishing of which the lessee or lessees is accustomed or appropriate, including green, window shades, storm doors and windows, door locks, screen doors, and other hardware, water heaters and all of which are intended to be and are hereby declared to be a part of said real estate, whether personal or realty, and are subject to all covenants and the restrictions, issues and profits of said premises which are hereby purged, released, discharged, terminated and set aside, and the Mortgagor, whether now due or hereafter to become due as provided herein. The Mortgagor is hereby estopped to assert the rights of all the lessors, lessorees, shareholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with and without improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereto belonging, unto the Mortgagor forever, for the uses hereinabove set forth, free from all rights and benefits under the homestead, excepted and valuation laws of any state which may exist and heretofore or hereafter may exist, so long as the same shall remain in the title of the Mortgagor.

TO SECURE:

(1) The payment of a Note executed by the Mortgagor in the name of the Mortgagor, bearing even date herewith as the principal sum of
TWO HUNDRED NINETY EIGHT THOUSAND AND NO/100----- Dollars

\$298,000.00-----, to which Note, together with interest thereon as therein provided, is payable in monthly installments of
INTEREST ONLY ON ALL PRINCIPAL BALANCE OUTSTANDING BEGINNING SEPTEMBER 30, 1993. Dollars
ALL REMAINING PRINCIPAL AND INTEREST DUE ON DEMAND.

(2) Such payments are to be applied first to interest and the balance to principal until such time as is paid in full.

(2) Any advances made by the Mortgagor to the Mortgagor, or its successor in title, for any purpose at any time before the release and cancellation of the Mortgage, but at no time shall this Mortgage secure advances in account of said original Note, together with such additional advances as is seen fit in excess of TWO HUNDRED NINETY EIGHT THOUSAND AND NO/100----- Dollars \$ 298,000.00-----, provided that nothing herein contained shall be considered as limiting the amounts that shall be secured thereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) The performance of all of the covenants and obligations of the Mortgagor to the Mortgagor, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof, (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property including those heretofore due and to future Mortgages, open houses, duplicate receipts, telefer, and all such debts or liens, and such other charges as may be levied against the property or any part thereof, (3) To keep the property herein described in good repair, insurance premiums incurred against damage by fire and such other hazards as the Mortgagor may require to be insured against and to pay all public liability insurance premiums for the full insurable value carried in such companies as may appear on the books and in such form as shall be satisfactory to the Mortgagor, such insurance policies shall remain with the Mortgagor during and prior to the release of the property, and the Mortgagor shall have the right to assign such insurance policies to the Mortgagor, and in case of any loss or damage, shall be liable to the holder of the certificate of sale, owner of any deficiency, and/or to the holder of any redeemer, or in grantee in full or partial payment of any debt, and in case of loss under such policies, the Mortgagor is authorized to adjust, collect, and compromise, in its discretion, all claims thereunder and to receive and deliver on behalf of the Mortgagor all necessary funds of said receipt, less fees, expenses and attorney's fees required to be charged by the insurance companies, and the Mortgagor agrees to sign upon demand all receipts, assignments and releases required of him to be signed by the Mortgagor for such purposes, and the Mortgagor is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness herein secured in his discretion, but no other payments shall ever be made upon said indebtedness in part or full, (4) To immediately after destruction or damage, to commence and promptly to replace the remaining or restorable part of buildings and improvements, none of which ever to exceed and premises, unless Mortgagor elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage, (5) To keep said premises in good condition and repair, without waste, and free from any materials or other form or claim of less or less expense, subordinated to the holder of the Note, to make, suffer or permit any unlawful use of said premises to exist on said property, nor to damage or damage its value by any act or omission to act, (6) To comply with all requirements of law with respect to mortgaged premises and the use thereof, (7) Not to make, sell or permit, without the written permission of the Mortgagor, being first had and obtained, any use of the property for any purpose other than that for which it is now used, (8) By any alteration of the improvements, apparatus, apparatus, fixtures or equipment now or hereafter upon said property, (9) Not purchase or lease, or sell, lease or agree to let, when it is reserved in the usual course of business, fixtures or equipment in or attached to or upon any building or improvement or any property, (10) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the premises.

AT THE BANK'S REQUEST. In order to provide for the payment of taxes, assessments, insurance premiums and other amounts charged upon the property secured this indebtedness and other insurance required or accepted the undersigned promises to pay to the Mortgagor a pro rata portion of the current year taxes upon the indebtedness of the loan and pay monthly to the Mortgagor, in addition to the above payments, a sum estimated to be equivalent to twelve percent of each month's taxes as of the date of the Mortgage, (11) To pay to the Mortgagor, in addition to the above payments, a sum equivalent to twelve percent of the amount of said indebtedness as received, provided that the Mortgagor estimates upon the date of the Mortgage, that the amount of the above payments will be less than the amount of said indebtedness as received, to be sufficient to pay said items as hereinabove set forth, and if the amount estimated to be sufficient to pay said items is not equal to the amount of the above payments, the difference upon demand. If such sums are held or carried in a savings account or escrow account the same are hereby pledged in further security to the indebtedness. The Mortgagor is authorized to pay said items as charged or billed without further inquiry.

C. This mortgage contains provisions for additional advances which may be made at the option of the Mortgagor and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereunder by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new note were and could not be executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D. That in case of failure to perform any of the covenants herein, Mortgagor may do what Mortgagor deems necessary to compensate, that said Mortgagor may also do any act it may deem necessary to protect the interest that Mortgagor will repay upon demand any money paid or disbursed by Mortgagor for any of the above purposes and such money together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid, that it shall be obligations upon the Mortgagor to inquire into the validity of any such encumbrance or claim in advancing monies as above authorized, but nothing herein contained shall be construed as requiring the Mortgagor to advance any monies for any purpose nor to do any act hereunder, and the Mortgagor shall not incur any personal liability because of anything it may do or omit to do hereunder.

E. That in the event hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor or the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract.

F. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagor may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to the mortgage and the debt hereby secured on the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt secured.

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G. That time is of the essence hereof, and it shall be made in the instrument or in an affidavit before a notary public or another attorney having title to any of said property, or upon the filing of a petition in bankruptcy, or by or against the Mortgagor, in the event of his death, to make an assignment for the benefit of his creditors, if this instrument is placed under seal of law in custody of any court of the State, or upon any of said property, or upon the sale or transfer of the mortgaged property or an assignment of the beneficial interest in said property in an agreement to sell, transfer or assign without the written consent of the Mortgagor, or upon the death of any maker, endorser or grantor of this instrument, or in the event of the failure of such person to condemn, or in a part of the said property, then and in any of said events, the Mortgagor is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagor hereunder, to declare without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, and said Mortgagor may also immediately proceed to foreclose the mortgage, and in any foreclosure sale may be made of the premises en masse, without offering the several parts separately.

H. That the Mortgagor may employ counsel for advice or other legal service at the Mortgagor's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Mortgagor may be made a party on account of this lien or which may affect the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same, and in connection with any other dispute or litigation affecting said debt or lien, including reasonable amounts to include the transmission shall be added to and be a part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mortgagor on demand, if not paid shall be included in and treated as a part of said debt hereby secured, and such amounts shall be payable by the Mortgagor at the highest contract rate of no less than the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the above-mentioned amounts, then the entire indebtedness whether due and payable by the terms herein set out and the interest due thereon up to the time of such sale, and the overplus of any shall be paid to the Mortgagor, and the purchaser shall not be obliged to set off the application of the purchase money.

I. In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be paid for any property taken for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagor as to that part of the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.

J. All easements, leases, issues and profits of said premises are pledged, assigned and transferred to the Mortgagor, whether now due or hereafter to be come due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and if the intention hereof is to pledge said rents, issues and profits on a parity with said real estate and not severally and such pledge shall not be deemed breached in any manner, so far as to affect the right to establish an absolute transfer and assignment to the Mortgagor of all such leases and agreements and all the assets thereunder, together with the right in case of default, either before or after foreclosure, sale or entry upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ retain agents of whom employers, after or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase, lease, hire and extend to others, including insurance as may be deemed advisable, and in general exercise all power and authority incident to absolute ownership, advance, for its purpose herein referred to, such sums as may be necessary to be disbursed on the mortgaged premises and on the income therefrom which hen is prior to the date of any sale and other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay taxes, insurance, rates and assessments, and all expenses of every kind, including attorney's fees incurred in the exercise of the powers herein given, and from time to time appropriate any sum or sums in its sole discretion needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness herein secured, before or after any decree of foreclosure, and on the delinquencies in the proceeds of sale of any portion of the indebtedness secured hereby, or paid, and the Mortgagor, in its sole discretion, whether there be any such delinquency, to whomsoever it may be paid. Whenever all of the indebtedness secured hereby, or paid, and the Mortgagor, on satisfactory evidence thereof, shall have been paid in full, and no further default in performance of the Mortgagor's covenants herein, the Mortgagor, on satisfaction evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income so held. The possession of Mortgagor may continue until all indebtedness secured hereby is paid in full, until the delivery of a deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagor shall, however, have the dispository power at any time to refuse to take, or to abandon, the possession of said premises without affecting the lien hereof. Mortgagor shall have all powers of any kind which it might have had without this paragraph, but shall be sustainable against Mortgagor, his heirs, successors or assigns relating to the subject matter of this paragraph unless commercial within sixty days after Mortgagor's possession ceases.

K. That upon the commencement of any foreclosure proceeding, hereinabove, the court in which such bill is filed may, at any time, either before or after sale and without notice to the Mortgagor or any party claiming under him, and without regard to the adequacy of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption and such rents, issues and profits, when collected, may be applied before, as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, in an amount sufficient, whether there be a decree therefor in possession of the court, and if a receiver shall be appointed he shall remain in possession until the expiration of the same, and if no decree be issued, until the expiration of the statutory period during which it may be issued, but no lease of said premises shall be nullified by the appointment of a receiver but he may elect to terminate any lease senior to the time of receipt.

L. That each right, power and remedy herein conferred upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be exercised conjointly therewith, that no waiver by the Mortgagor of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagor to require or enforce performance of the same or any other of said covenants, that wherever the context, heretofore, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural, that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagor, and that the powers herein mentioned may be exercised at other occasion thereafter arises.

M. The corporate Trustee named herein being duly authorized to do so by the true instrument or by any persons having a power of direction over the Trustee does hereby waive any and all rights of redemption from said land under any order or decree foreclosing this mortgage, unless this mortgage at the time of the execution hereof, covers any land which is improved with a dwelling for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or intended to be used for agricultural purposes.

N. The right is hereby reserved by the Mortgagor to make partial release or releases of the mortgaged premises hereunder without notice to, or the consent, approval or agreement of other parties in interest, including other lessors, which partial release or releases shall not impair in any manner the validity of or priority of this mortgage on the mortgaged premises remaining, nor release any guarantee, assignee, surety or endorser from personal liability for the indebtedness hereby secured.

O. This mortgage is executed by the undersigned, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it, as Trustee, and said undersigned hereby warrants that it possesses full power and authority to execute this instrument, and it is so expressly understood and agreed that nothing herein or in said note or any interest therein, or in the note or any indebtedness according hereunder, or to perform any covenant, either express or implied herein contained, shall be construed as creating any liability on the said undersigned, either individually or as Trustee aforesaid, personally to pay the said note or any interest therein, or any indebtedness according hereunder, or to perform any covenant, either express or implied herein contained, as such liability, if any, being expressly waived by the Mortgagor and by every person, firm or corporation claiming any right or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors or personal representatives are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accrued hereunder shall look solely to the premises hereby conveyed for the payment thereof. To the enforcement of the lien hereby created in the owner herein and in said note provided or by action to enforce the personal liability of the grantee, assignee, surety or endorser, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its **ASS'T TRUST OFFICER** **X** and its corporate seal to be hereunto affixed and attested by its **ASS'T TRUST OFFICER**

X this **31ST** day of **AUGUST** **19 93**.

ATTEST
Brett L. Bishov
ASSISTANT TRUST OFFICER **X**
STATE OF **ILLINOIS**
COUNTY OF **COOK**

I, the undersigned **BRETT L. BISHOV**, Notary Public in

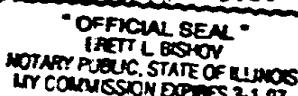
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **MICHAEL J. KALITOWSKI**

personally known to me to be the **ASS'T TRUST OFFICER** **X** of **FIRST BANK AND TRUST COMPANY OF ILLINOIS**

a corporation and **BENJAMIN D. DOBREI** **X** of said corporation, and 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 severally acknowledged that as such officers they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this **31ST**

day of **AUGUST** **19 93**



Brett L. Bishov
Notary Public BRETT L. BISHOV

P. THE BANK RECOGNIZES THAT THERE WILL BE A \$40,000.00 SECOND MORTGAGE ON THE PROPERTY THAT WILL BE UNCONDITIONALLY SECONDARY AND SUBORDINATE TO FIRST BANK'S LOAN AND MORTGAGE.

9753120

FIRST BANK & TRUST CO. OF ILLINOIS
360 E. NORTHWEST HIGHWAY
PALATINE, ILLINOIS 60067

