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THIS INDENTURE, made October 20 19 93, between
Heritage/Pullman Bank & Trust Company, as Trustee
under Trust Agreement dated October 22, 1980 and
known as Trust No. 71-81741
(NO. AND STREET) (CITY) (STATE)
herein referred to as "Mortgagors," and
John C. Grafft
6417 N. Ravenswood, Chicago, Illinois 60626
(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of Two hundred thousand and 00/100 DOLLARS (\$ 205,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 30 day of April, 19 95, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 6417 N. Ravenswood, Chicago, Illinois 60626

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 28 and Lot 29 in the Resubdivision of Lots 19 to 30, both inclusive, in Block 45 all in East Washington Heights, a Subdivision of the West 1/2 of the Northwest 1/4 and the Southwest 1/4 of Section 9, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

which, with the property hereinafter described, is referred to herein as the "premises,"
Permanent Real Estate Index Number(s): 25-09-328-021
Address(es) of Real Estate: 554-56 West 103rd Street, Chicago, Illinois

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or 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, inador 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 Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is: May E. Morris
This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this instrument) are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagors the day and year first above written.
May E. Morris (Seal)
John C. Grafft (Seal)

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
Attest: Arlene Kunst (Seal) Assistant Secretary
By: Noreen Bentley (Seal) Trust Officer

State of Illinois, County of Cook, ss.,
I, the undersigned, a Notary Public in and for said County
Noreen Bentley, Trust Officer

IMPRESS SEAL HERE
personally known to me to be the same person 5 whose name 5 are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, mentioning the names and waiver of the right of homestead.

Given under my hand and official seal, this 19th day of October
Commission expires August 27, 1995

This instrument was prepared by Adam E. Berman, McBride Baker & Coles, 500 W. Madison St., Chicago, IL 60661
(NAME AND ADDRESS)

Mail this instrument to Adam E. Berman, McBride Baker & Coles, 500 W. Madison St., Chicago, IL 60661
(NAME AND ADDRESS)

OR RECORDER'S OFFICE BOX NO. 266 (CITY) (STATE) (ZIP CODE)

93863776
DEPT-01 RECORDING 933.0
T#1111 TRAN 2962 10/26/93 16:24:00
#0971 \$ * -93-843776
COOK COUNTY RECORDER
93863776
Above Space For Recorder's Use Only

BARBARA A. ARVA
Notary Public, State of Illinois
My Commission Expires 08-25-93
Notary Public

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter 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 lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (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 law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagors, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.
4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act herebefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, 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 contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.
8. The Mortgagee 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.
9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
10. 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, appraiser's fees, outlays for documentary and expert evidence, stenographers' 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, title insurance 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 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 become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such debt to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.
11. The proceeds of any foreclosure 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 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 overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint 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 of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such 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 payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
13. 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.
14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons 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. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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ADDITIONAL COVENANTS, CONDITIONS AND PROVISIONS OF MORTGAGE

19. 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.

20. This Mortgage is subordinate and subject to the Mortgage in favor of U. S. Loan Corp. dated July 2, 1991 and recorded in the office of the Cook County Recorder of Deeds on July 3, 1991, as document no. LR 3977825, as extended and modified by document nos. 92695744 and 93629917, respectfully, and assigned to U.S. Loan Ltd. Partnership under document no. 92695743. Mortgagor warrants that this Mortgage is a perfected second lien on the premises subject to no other liens or encumbrances except the lien described in this paragraph and those which may be approved by Mortgagee.

21. (a) This Mortgage shall be construed as a mortgage of a fee simple interest in the premises and it shall also constitute a "Security Agreement" within the meaning of, and shall create a security interest in the fixtures located upon or within the premises or now or hereafter attached to the property ("Fixtures"), and any and all leases or grants of other possessory interests now or hereafter in force covering or affecting the premises, or any part thereof ("Leases"), and all of the rents and other benefits payable under the Leases ("Rents") under the Uniform Commercial Code as adopted in the state in which the premises is located ("UCC").

(b) Mortgagor hereby grants to Mortgagee a security interest under the UCC in the Fixtures, and Mortgagee shall have all rights with respect thereto afforded to it by the UCC, in addition to, but not in limitation of, the other rights afforded to Mortgagee under any and all other documents now or hereafter entered into securing the payment of the indebtedness.

(c) Upon the request of Mortgagee, Mortgagor agrees to and shall execute and deliver to Mortgagee, in form satisfactory to Mortgagee, "Financing Statements" and such other further assurances as Mortgagee may, from time to time, consider reasonably necessary to create, perfect and preserve Mortgagee's liens upon the Fixtures and the Leases and Rents, and Mortgagee, at its sole expense, may cause such statements and assurances to be recorded and re-recorded, filed and re-filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such liens.

(d) In order to further secure payment of the indebtedness and the observance, performance and discharge of the obligations set forth in this Mortgage, Mortgagor hereby absolutely and irrevocably assigns and transfers to Mortgagee, all of Mortgagor's right, title and interest in and to the Leases and the Rents. Mortgagor hereby appoints Mortgagee its true and lawful attorney-in fact, with the right, at Mortgagee's option at any time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in Mortgagor's or Mortgagee's name, for all Rents. Notwithstanding the foregoing assignment of Leases and Rents, so long as no default has occurred which remains uncured, Mortgagor shall have the right to collect, retain and enjoy all Rents. This assignment shall not be deemed or construed to constitute Mortgagee as a mortgagee in possession nor obligate Mortgagee to take any action or to incur expenses or perform or discharge any obligation, duty or liability.

22. Mortgagor shall keep in full force and effect all licenses, permits and other governmental approvals which are necessary for the operation of the premises, and furnish evidence satisfactory to Mortgagee that the premises and the use thereof comply with all applicable zoning and building laws, regulations, ordinances and other applicable laws.

23. Mortgagor shall not, without the prior written consent of Mortgagee, incur any additional indebtedness or create or permit to be created, any mortgage, pledge, lien, lease, encumbrance or charge with respect to the premises or any part thereof or income therefrom.

24. (a) Mortgagor has no knowledge of the release of any Hazardous Material on the premises, and Mortgagor has not received any notice from any governmental agency or from any other party with respect to any such release. Mortgagor shall not cause or permit the violation of any law relating to environmental conditions in connection with the premises, including soil and ground water conditions, or use, generate, manufacture, store or dispose of any Hazardous Materials on, under or about the premises. Without Mortgagee's prior written consent, which consent shall not be unreasonably withheld, Mortgagor shall take no remedial action with respect to any Hazardous Materials on, under or about the premises, and shall not enter into any settlement agreement, consent decree or other compromise or agreement relating to any such Hazardous Materials.

(b) Mortgagor shall indemnify and hold Mortgagee harmless from any loss, liability, cost, expense and/or claim (including without limitation the cost of any fines, remedial action, damage to the

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environment and cleanup and the fees of attorneys and other experts) arising from the use, release or disposal of any Hazardous Materials on, under or about the premises or the transport of any Hazardous Materials to or from the premises; and the violation of any law relating to environmental conditions in connection with the premises, including soil and ground water conditions; and the breach of any of the representations, warranties and covenants of Mortgagor with respect to Hazardous Materials set forth in this section.

(c) Hazardous Materials shall mean any and all substances and materials defined as hazardous or toxic wastes, substances or materials under any applicable rule, regulation, ordinance or law.

25. A default shall mean the occurrence of any one or more of the following:

(a) If Mortgagor shall default in the due and punctual payment of all or any portion of any indebtedness when due and payable under the terms of Note, whether on maturity, by acceleration or otherwise.

(b) If Mortgagor shall default in the due observance or performance of the terms of this Mortgage.

(c) If bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings shall be instituted by or against the beneficiary of the Mortgage.

(d) If any representation or warranty made by Mortgagor under or pursuant to the Note or this Mortgage shall prove to have been false or misleading in any material respect as of the date on which such representation or warranty was made.

(e) If any building on the premises is demolished or removed or demolition or removal thereof is imminent, eminent domain proceedings excepted.

(f) If the holder of any other mortgage or lien on the premises (without hereby implying Mortgagee's consent to any junior mortgage or lien) institutes foreclosure or other proceedings for the enforcement of its remedies thereunder, or if a default exists under any other mortgage or lien on the premises.

(g) If, without the prior written consent of Mortgagee, there is (i) a sale, transfer, agreement for deed, conveyance, assignment, hypothecation or encumbrance, whether voluntary or involuntary, of all or part of the premises; or (ii) any sale, assignment, pledge, encumbrance or transfer to a third party of an aggregate of more than 50% of the capital stock of the beneficiary of the Mortgage.

(h) If a final judgment for the payment of money in excess of \$10,000 shall be rendered against Mortgagor or its beneficiary and the same shall remain unpaid for a period of thirty (30) consecutive days during which period execution shall not be effectively stayed.

26. Mortgagor shall pay all costs and expenses in connection with the preparation, execution, delivery and performance of the Note and the Security Documents, including (but not limited to) fees and disbursements of its and Mortgagee's counsel, recording costs and expenses, conveyance fee, documentary stamp, intangible and other taxes, surveys, appraisals and policies of title insurance, physical damage insurance, and liability insurance.

27. Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101, et. seq.) (the "Act"), including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

28. All insurance policies covering the premises shall bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, and such event shall confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, and all such rights and powers of the Mortgagee shall continue in the Mortgagee as judgment creditor or mortgagee until confirmation of sale.

29. All advances, disbursements and expenditures made or incurred by Mortgagee before and during a foreclosure, and before and after judgement of foreclosures, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by the Mortgage or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act hereinbelow referred to:

(a) all advances by Mortgagee in accordance with the terms of the Mortgage to: (i) preserve, maintain, repair, restore or rebuild the improvements upon the premises; (ii) preserve the lien of

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the Mortgage or the priority thereof; or (iii) enforce the Mortgage, as referred to in Section 15-1302(b)(5) of the Act;

(b) payments by Mortgagee of: (i) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (ii) real estate taxes and assessments, general and special and all other taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the premises or any part thereof; (iii) other obligations authorized by the Mortgage; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;

(c) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(d) attorneys' fees and other costs incurred: (i) in connection with the foreclosure of the Mortgage as referred to in Sections 15-1504(d)(2) and 15-1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of the Mortgage or arising from the interest of the Mortgagee hereunder, or (iii) in preparation for or in connection with the commencement, prosecution or defense of any other action related to the Mortgage or the premises;

(e) Mortgagee's fees and costs, including attorney's fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Section 15-1508(b)(f) of the Act;

(f) expenses deductible from proceeds of sale as referred to in Sections 15-1512(a) and (b) of the Act;

(g) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (i) if the premises or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (ii) if Mortgagor's interest in the premises is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (iii) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the premises imposed by Section 15-1704(c)(1) of the Act; (iv) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (v) payments deemed by Mortgagee to be required for the benefit of the premises or required to be made by the owner of the premises under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the premises; (vi) shared or common expense assessments payable to any association or corporation in which the owner of the premises is a member in any way affecting the premises; (vii) if the loan secured hereby is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; (viii) payments required to be paid by Mortgagor or Mortgagee pursuant to any lease or other agreement for occupancy of the premises; and (ix) if the Mortgage is insured, payments of FHA or private mortgage insurance required to keep such insurance in force.

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All Protective Advances shall be so much additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate of interest payable after default under the terms of the Note.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Section 15-1302(b)(5) of the Act.

All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

(a) any determination of the amount of indebtedness secured by this Mortgage at any time;

(b) the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, order, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(c) if right of redemption has not been waived by this Mortgage, computation of amounts required to redeem, pursuant to Sections 15-1603(d)(2) and 15-1603(e) of the Act;

(d) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act;

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(e) application of income in the hands of any receiver of Mortgagee in possession; and

(f) computation of any deficiency judgement pursuant to Sections 15-1508(b)(2), 15-1508(e) and 15-1511 of the Act.

30. In addition to any provision of this Mortgage authorizing the Mortgagee to take or be placed in possession of the premises, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 15-1701 and 15-702 of the Act, to be placed in possession of the premises or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties as provided for in Sections 15-1701 and 15-1703 of the Act.

31. **Trustee Exculpation.** This Mortgage is executed by the Trustee, 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 it is expressly understood and agreed that nothing in this Mortgage shall be construed as creating any liability on such Trustee personally to perform any express or implied covenant, condition or obligation under this Mortgage, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Mortgage.

Notwithstanding the foregoing, the Mortgagee shall not be precluded from: (a) recovering any condemnation awards or insurance proceeds attributable to the premises; (b) recovering any tenant security deposits, advance or pre-paid rents; (c) enforcing the personal liability of the beneficiary of the Mortgage, as co-maker of the Note, of the payment of the Note and performance of the Note and Mortgage; and/or (d) enforcing the personal liability of any guarantor of the Note.

IN WITNESS WHEREOF, Mortgagor has executed this Additional Covenants, Conditions and Provisions of Mortgage as of the date first above written.

HERITAGE/PULLMAN BANK & TRUST COMPANY,
not individually, but as Trustee under Trust Agreement dated
October 22, 1990, and known as Trust No. 71-81741
and Not Individually

By: Noreen H. Bentley Trust Officer
Attest: Arlene Kunst Asst. Secretary

ACKNOWLEDGMENT

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STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Noreen Bentley and Arlene Kunst of Heritage Pullman Bank & Trust Co., as Trustee under Trust Agreement dated 10-22-90, and known as Trust Number 71-81741, not personally but as Trustee as aforesaid, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary of said Trustee, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19th day of October, 1993.

Barbara A. Arvia
Notary Public OFFICIAL SEAL
BARBARA A. ARVIA
Notary Public, State of Illinois
My Commission Expires 8-27-95

My Commission expires: August 27, 1995

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF THE TRUSTEE IS ATTACHED BY RIDER, AND IS EXPRESSLY MADE PART OF ORIGINAL DOCUMENTS HEREOF

UNOFFICIAL COPY

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MORTGAGE EXONERATION RIDER

This **MORTGAGE** with its companion Note, is executed by **HERITAGE PULLMAN BANK AND TRUST COMPANY**, not personally but as Trustee under its Trust No. 71-81741 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said **HERITAGE PULLMAN BANK AND TRUST COMPANY**, 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 the said Trust or on said **HERITAGE PULLMAN BANK AND TRUST COMPANY** 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, or on account of any ~~warranty of~~ **indemnification** made hereunder, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and said **HERITAGE PULLMAN BANK AND TRUST COMPANY** personally are concerned, the legal holder or holders of said Note and the owner or owners of any 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 guarantor, if any.

All the terms, provisions, stipulations, covenants and conditions to be performed by the undersigned, as to **HAZARDOUS SUBSTANCES** are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or enforceable against the undersigned by reason of anything contained in said instrument.

ALL REPRESENTATIONS AND WARRANTIES ARE THOSE OF THE TRUST BENEFICIARIES ONLY AND THE TRUSTEE ASSUMES NO RESPONSIBILITY FOR THE TRUTH OR ACCURACY THEREOF.

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