

MORTGAGE (ILLINOIS)
For Use With Note Form No. 1447

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FORM NO. 100
February 1988

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48278 + 4-73-150267
COOK COUNTY RECORDER

THIS INDENTURE, made November 4 1992, between
Albany Bank and Trust Company, N.A., not personally but as
Trustee under Trust Agreement dated June 1, 1986*

(NO. AND STREET) (CITY) (STATE)
herein referred to as "Mortgagors," and Texor Petroleum Company,
Inc., 3340 South Harlem Avenue, Riverdale, Illinois 60546

(NO. AND STREET) (CITY) (STATE)
herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the dated April 7, 1992 One Hundred Thousand and No/100 100,000.00 DOLLARS
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 31st day of January
1994 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 the address above

NOW, THEREFORE, the Mortgagors do 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:

LOTS 1, 2 AND 3 IN BLOCK 1 IN JENNING'S SUBDIVISION OF LOT 2 IN COUNTY CLERK'S SUBDIVISION OF
THE EAST THREE QUARTERS OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

*and known as Trust No. 11-4356, 3400 West Lawrence Avenue, Chicago, Illinois 60625

which, with the property herein after described, is referred to herein as the "premises,"

Permanent Real Estate Index Number(s): 13-33-214-021; 13-33-214-022; 13-33-214-023

Address(es) of Real Estate: 2252 North Cicero Avenue, Chicago, Illinois

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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, their
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 terms
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 See Rider attached hereto and made a part hereof.

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) 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.

EXEMPTORY PROVISIONS ON RIDER

PLEASE
PRINT OR
TYPE NAME(S)
BELOW
SIGNATURE(S)

(Seal) Albany Bank and Trust Company, N.A.,
not personally, but solely as Trustee
as aforesaid

By: Charles J. [Signature] Trust Officer
Allen Michael [Signature] Vice-President

State of Illinois, County of Cook ss.,

I, the undersigned, a Notary Public in and for said County

in the State aforesaid, DO HEREBY CERTIFY that ARNOLD J. KARZIN AND
MICHAEL BENTCOVER

appeared before me to be the same person I whose name I subscribed to the foregoing instrument,
and appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as
Notary Public Cook County, Illinois.
My Commission Expires Feb. 17, 1996

Commission expires 23rd day of November February 1992 93
Grace E. Stanton

This instrument was prepared by Glen R. Cornblath, Esq., Sachnoff & Weaver, 29th Fl., 30 S. Wacker, Chicago, IL 60604 Notary Public

Mail this instrument to Glen R. Cornblath, Esq., Sachnoff & Weaver, Ltd., 29th Fl., 30 S. Wacker

Chicago, IL 60606 (CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. 367

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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 mechanics' 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 hereinbefore 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 inquiring 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 right 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 surplus 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 power 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 the 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" shall herein 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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RIDER

This Rider is attached to and made a part of the Mortgage dated November 4, 1992 (the "Mortgage") from Albany Bank and Trust Company, N.A., not individually but as Trustee under Trust Agreement dated June 1, 1986, and known as Trust No. 11-4356 ("Mortgagor"), in favor of Texor Petroleum Company, Inc. ("Mortgagee"). In the event of a conflict between the terms of this Rider and the Mortgage to which it is attached, the terms of this Rider shall control and prevail:

19. Note. The note secured by the Mortgage and described on page one of the Mortgage (the "Note") evidences a revolving credit obligation of Sam Long ("Long"), beneficiary of Mortgagor, under which Long may borrow, repay and reborrow amounts, subject to the limitations set forth therein. For greater certainty, the Note shall remain in full force and effect regardless of whether the outstanding principal balance thereunder is at any time Zero Dollars (\$0.00). As set forth in the Note, and notwithstanding anything to the contrary contained therein or herein, at any time after January 31, 1993, Mortgagee may, at its sole option, declare the entire outstanding principal and interest under the Note and other charges thereunder and hereunder, due and payable within fifteen (15) days after notice to Long.

20. Additional Covenants; Right to Accelerate Loan. Mortgagee is the exclusive supplier of petroleum products to the premises and is, as of the date hereof, the exclusive supplier of petroleum products to the facility located at 225 N. Western Avenue, Chicago, Illinois, the beneficial interest in which is owned by Long (the "Bes-Bi Property"). As a material inducement to Mortgagee to extend the revolving credit evidenced by the Note, Mortgagor covenants that Mortgagee shall be the exclusive supplier of petroleum products to the Bes-Bi Property during the term of the Note, and that Mortgagor shall recommend to the operators of the premises that Mortgagee remain the exclusive supplier of petroleum products thereto.

As set forth in the Note, and notwithstanding anything to the contrary contained therein or herein, Mortgagee may, at its sole option, declare the entire the outstanding principal amount under the Note and all accrued but unpaid interest and other charges thereunder and hereunder, due and payable within three (3) days after notice to Mortgagor in the event ten (10) days elapse without a delivery of petroleum products from Mortgagee to either one or both of the premises and the Bes-Bi Property.

21. Subordination. Notwithstanding anything herein contained to the contrary, the Mortgage and this Rider are a subordinate lien on the premises subject to (i) that certain Trust Deed dated June 12, 1986 from the Mortgagor to Chicago Title and Trust Company, as Trustee, recorded on July 8, 1986 with the Cook County Recorder's Office as Document No. 86282439, to secure a note in the face amount of \$355,000.00; and (ii) that certain Trust Deed dated June 10, 1985 from the Bank of Ravenswood, not personally but solely as Trustee under Trust Agreement dated May 1, 1981 and known as Trust No. 25-4978 to Albany Bank and Trust Company, N.A., recorded on July 19, 1985 with the Cook County Recorder's Office as Document No. 85109632, and rerecorded on August 20, 1985 with the Cook County Recorder's Office as Document No. 85153472, to secure a note in the face amount of \$244,000.00 (collectively, the "Superior Mortgages"). Mortgagor covenants that it shall faithfully and fully observe and perform each and every term, covenant and condition of the Superior Mortgages and of any and all loan agreements, notes, security agreements and other loan documents related to the Superior Mortgages (collectively, including the Superior

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Mortgages, the "Superior Financing Documents"), and shall not permit any of such Superior Financing Documents to go into default.

22. Exculpation and Authority. The Mortgage and this Rider are executed by Mortgagor not individually or 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 herein contained shall be construed as creating any liability on Mortgagor personally to pay the Note or any interest that may accrue thereon or any of the indebtedness arising or accruing under or pursuant hereto or to the Note, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained herein or in the Note, all such personal liability of Mortgagor, if any, being expressly waived by Mortgagee and by each and every person now or hereafter claiming any right or security under this Mortgage; provided, however, that nothing herein contained shall in any way limit the liability of the Long or of any guarantor or other obligor (not including Mortgagor) hereunder or under the Note.

Mortgagor hereby represents and warrants that it possesses full power and authority to execute and deliver this instrument.

IN WITNESS WHEREOF, the undersigned has executed and delivered the Mortgage and this Rider in Chicago, Illinois on the day and year first above written.

ALBANY BANK AND TRUST COMPANY, N.A.,
not personally but as Trustee
under a Trust Agreement dated
June 1, 1986 and known as
Trust No. 11-4356

ATTEST:

By: Michael Bortcov
Name: MICHAEL BORTCOV
Title: VICE-PRESIDENT

By: Arnold J. Kabanov
Name: ARNOLD J. KABANOV
Title: TRUST OFFICER

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1. The first step is to identify the problem. In this case, the problem is that the company is not meeting its sales targets.

1. The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. Once the problem has been defined, the next step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the underlying causes. Once the causes have been identified, the next step is to develop a plan to address the problem. This involves identifying the actions that need to be taken to address the problem and determining the resources that will be needed to implement the plan. Finally, the last step in the process is to implement the plan and monitor the results. This involves putting the plan into action and tracking the progress of the plan to ensure that the problem is being addressed effectively.

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