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93290642

This instrument was prepared by:
Donna Weis
Columbia National Bank
5250 N. (Name) Harlem Ave.
Chicago, IL 60656
(Address)

MORTGAGE

A. MORTGAGE made April 12 , 19 93 , between John R. Macnamara and Margaret A. Macnamara, his wife-----

(herein, whether one or more, called "Mortgagor") and COLUMBIA NATIONAL BANK OF CHICAGO, a national banking association, having its principal office at 5250 North Harlem Avenue, Chicago, Illinois 60656 (herein called "Mortgagee").

WHEREAS, Fred Busch Foods Corp., an Illinois corporation----- has executed and delivered to Mortgagee a note of even date herewith (the "Note") in the amount of One Hundred Fifteen Thousand and 00/100----- DOLLARS (\$ 115,000.00-----), bearing interest at the rate specified in the Note, and payable as provided therein, with a final payment, or, if not payable in installments, then the only payment, due on August 12, 1994 .

Now, THEREFORE, to secure (a) the payment of all sums due or owing under the Note and all extensions and renewals thereof; (b) the payment of all sums due or owing or required to be paid as herein provided; and (c) the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor hereby conveys and warrants to Mortgagee, its successors and assigns, the following described real estate located in the County of COOK , State of Illinois:

LOT 15 IN RUNTZ'S SUBDIVISION OF THE NORTH 1/2 OF LOT 12 IN NORTH ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 237 WEST MENOMONEE STREET, CHICAGO, ILLINOIS
P.I.N.#: 14-33-413-003

DEPT-01 RECORD # 93290642 \$27.50
TH9949 THRU 7017 04/09/93 09:58:00
#4943 # 36-19235-290642
COOK COUNTY RECORDER

93290642

which, together with the property hereinafter described, is called the "premises".

TOGETHER with all buildings, improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor 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 thereto 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, awnings, stoves, water heaters, built-in ovens, washers, dryers and disposal units. 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 hereinafter placed in the premises shall be considered as constituting part of the real estate.

To HAVE AND TO HOLD the premises unto Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, hereby releasing and waiving all rights of Mortgagor under and by virtue of the Homestead Exemption Laws of the State of Illinois in and to the premises hereby conveyed.

Mortgagor covenants and agrees:

1. Mortgagor shall (a) keep the premises in good condition and repair, without waste; (b) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (c) complete within a reasonable time any building or buildings now or at any time in the process of erection upon the premises; (d) make no material alterations in the premises except as required by law or municipal ordinance; (e) comply with all requirements of law or municipal ordinance with respect to the premises and the use thereof; (f) keep the premises free from liens of persons supplying labor or materials to the premises, and from all other liens, security interests, mortgages, charges or encumbrances, whether superior or subordinate to the lien hereof, except for the liens of this Mortgage, any prior mortgage of record in existence on the date hereof and current real estate taxes not yet due and payable; (g) pay promptly when due any indebtedness which may be secured by a lien, charge or encumbrance on the premises superior to or subordinate to the lien hereof, comply with all of the terms, covenants and conditions contained in any instrument evidencing or securing such indebtedness and upon request exhibit satisfactory evidence of the discharge of such prior or subordinate lien, charge or encumbrance to Mortgagee; and (h) suffer or permit no change in the general nature of the occupancy of the premises.

2. Mortgagor shall pay or cause to be paid before any penalty attaches all taxes, assessments, water charges, sewer service charges and other similar charges which are assessed or levied against the premises, and shall, upon request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by law, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor shall keep all buildings and improvements now existing or hereafter erected on the premises insured against loss by fire, hazards included within the term "extended coverage", flood damage where Mortgagee is required by law to have its collateral so insured, and such other hazards as Mortgagee may require, in such amounts and in such companies as may be satisfactory to Mortgagee. All insurance policies and renewals thereof shall be in form acceptable to Mortgagee, shall include a standard mortgage clause in favor of and with loss payable to Mortgagee and shall be delivered to Mortgagee. Appropriate renewal policies shall be delivered to Mortgagee not less than ten days prior to the respective dates of expiration. In case of loss covered by any such policies, Mortgagor shall give prompt notice thereof to the insurer and Mortgagee, and Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and, in such case, Mortgagor covenants to sign upon demand all receipts, vouchers and releases required to be signed by the insurance companies. Mortgagee, at its option, may apply all or any part of the insurance proceeds of any loss either to the reduction of the indebtedness secured hereby in such order or manner as Mortgagee may elect or to the restoration or repair of the premises. Any such application of proceeds to principal shall not extend or postpone the due date of the installments, if any, due under the Note or change the amount of such installments. If, as provided in this Mortgage, the premises are acquired by Mortgagee, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from loss or damage to the premises prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

4. If the premises or any part thereof shall be taken by condemnation, eminent domain or other taking, or by agreement between Mortgagor, Mortgagee and those authorized to exercise such right, Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property so taken or for damages to any property not taken and all condemnation compensation so received shall be applied by Mortgagee as it may elect to the 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 secured hereby shall be delivered to Mortgagor. Such application of condemnation compensation shall not extend or postpone the due dates of the installments, if any, due under the Note or change the amounts of such installments.

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15. If the payment of the indebtedness required hereby or any part thereof is made before the due date, all persons now or any part thereof shall be entitled to interest, or if any part of the security referred

Mortgagee and the indorsees executed hereby in the same manner as with Mortgagee, and may forfeit to sue or may extend or renew under or upon the indorsements secured hereby.

15. Subject to and without limitation of the provisions of Paragraph 12 hereof, if the ownership of the premises vested in a person other than Morganbagor, Morganbagor, without notice to Morganbagor, may deny such successor in interest with preference to this person.

14. Mortarage shall have the right to inspect the premises at all reasonable times and access thereto shall be committed for such purpose.

15.3.2 Section 10 of the Party Interim Measures of the Law on the Protection of Personal Data and the Right to Privacy shall not be applied to any provision which would not be made available to the public in action of or by law upon the Note.

centurer. Notwithstanding the foregoing, the provisions of this Paragraph 12 shall not apply to the lease of this Mortgage and current real estate taxes not yet due and payable.

shareholders' shares in such assignment, transfer, sale, assignment, mortgage, security interest or other ownership interest or alienation of any such shareholder or permit any sale, assignment, transfer, sale, assignment, mortgage, security interest or other ownership interest or alienage in the voting control of such corporation; or (d) if Mortgagor is a partner/member of any corporation which results in a change in the voting control of such corporation; or

beneficiary in interest of Mortgagor shall receive, effect to consist in such behalf beneficially's, beneficiary's, holder's interest in such debt or permit any sale, assignment, transfer, etc., Mortgagor is a competitor to or

unpaid bill under the Note; fourth, any overplus to Mortgagor, or Mortgagor's heirs, legal representatives or assigns, as their rights may appear.

11. The proceeds of any rate specified in paragraph 19 hereof disbursedmen at the rate specified in paragraph 19 hereof.

indebtedness received hereby and shall become immediately due and payable if at any time or for any reason whatsoever the obligations of the debtor in this paragraph shall be so modified as to render payment thereon difficult or impossible.

similar data and assurances which respect to title as Mortgagee may deem to be reasonably necessary either to protect itself or to secure the payment of the principal and interest when due.

10. In any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness secured hereby in the degree of salutary costs and expenses which may be paid or incurred by or on behalf of Mortgagor for attorney's fees, appraisers' fees,

such decree, providing this Regulation, or any law, special access rights which may be granted under such decree, prior to the force of a case of a rule and

of Morgan's offer and without regard to the then value of the premises, Morgan's offer may be accepted as such or rejected. Such holder hereof

9. 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 the premises. Such receiver may be made eligible before or without regard to the qualifications as set forth in

immediately due and payable by Mortgagor without notice and with interest from the date of disbursement secured hereby and shall become immediately due and payable by Mortgagor without notice and with interest from the date of disbursement secured in the rate prescribed in paragraphs

which in Mortgagee's judgment is necessary to protect its interest and manage the value of the premises. Mortgagor shall be entitled to collect and take any action necessary to collect any sums due or to enforce all covenants, conditions, agreements, restrictions, leases and profits of the premises or any part thereof and to cause the same to be enforced by suit in law or equity or otherwise in the manner provided in the mortgage.

B. When the independent class squared hereby shall become due whether by acceleration or otherwise, Mortgagor shall have the right to dispose of all or any part of the indebtitudes squared hereby.

immediately proceed, to release this Mortgagee of exercise any other right, power or remedy as herein set forth.

days. Upon the occurrence of a default, Morganthau, at his option and without notice or demand to Morganthau under circumstances of a default, Morganthau, whether or not it is in imminent danger of being declared by Morganthau, may declare all obligations now or hereafter existing between Morganthau and Morganthau to be terminated.

proceedings be instituted to enforce any claim, charge or encumbrance upon the premises; (d) if a proceeding of bankruptcy or receivership, or if the premises be placed under the control of any court (D) by the bank or any other trustee for the benefit of creditors;

7. The difference of my one or more of more of the following shall constitute a default hereunder: (a) any failure to pay any sum due or owing under the Note on the date specified therein; (b) any failure to pay my sum due or owing under this Mortgage; (c) if

6. If after the date of this Mortgage any statute of limitation is passed deducting from the value of real property for purposes of

inches of assessment may do so according to my will, statement of estimate of the value of any land or other property, or of any article or articles, which may be required to perform the appropria- tions made by law, or to estimate the sum needed to repair or maintain roads, bridges, or other works.

Message fees and legal expenses to recover damages or expenses incurred, including within limitations reasonable attorney's fees and legal expenses, shall be a much more difficult task hereby due and payable by Plaintiff without notice and within three days of judgment entered against Plaintiff.

Monarchs, without warning or reservation, may obtain an injunction and all the expenses of Motorman, may be necessary in the opinion of Motorman, to make and take all such action thereon as, in the opinion of Motorman,

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36 61 April 20, 1948

STUDY ALREADY MADE, DO HURRY CERITIVY THAT JOHN R. MACHINMADE AND MARGARET A. MACHINMADE, IN THE
STATE OF NEW YORK, RESIDE IN AND FOR AND RESIDING IN AND COUNTY, IN THE
STATE OF NEW YORK.

L. the undersigned
COUNTY OF Douglas
ss.

ACKNOWLEDGMENT (Individual)

2020-06-20

Matgapet A. Macnamara

John R. MacNamara

23. The Mortgagor has been delivered a copy of the Particulars Recited, including materials of validity, performance, commutation and enforcement of this Mortgage, Individuals, and the rights under the laws of the State of Illinois.

24. Mortgagor and payee agree that the interest charged by trustee upon payment of such indebtedness is reasonable and payable monthly in advance.

25. This Mortgage is governed and controlled by the laws of the state of Illinois, and the rights under the laws of the State of Illinois.

26. If Mortgagor is in default, then claim shall be recovered by attorney's fees, costs and expenses incurred by Mortgagor to collect the same, and attorney's fees, costs and expenses incurred by Mortgagor to defend any action or proceeding brought against him/her by trustee or any other party in connection with this instrument.

22. This Mortgage and all provisions thereof shall extend to and be binding upon Mortgagee and all persons claiming under or through Mortgagee, who used herein shall include all such Persons and all such Persons liable for the payment of the indebtedness measured herein or any part thereof, whether or not such Persons shall have executed the Note or this Mortgage. When used herein shall be construed to mean "Note," mean more than one note if more than one person shall have executed this Mortgage, when more than one joint and several liability is created.

23. Whichever provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage is declared to be invalid or unenforceable by or under applicable law, without invalidating the remainder of such provision or this Mortgage, the remaining parts of this provision or of this Mortgage shall be ineffective only to the extent of such provision or this Mortgage.

19. All amendments advanced by Mr. Angagae in accordance with his Motive Note will be rejected if the premeises of the security of this Motive Note become additional, and the premeises of the security of this Motive Note will be rejected if the premeises of the security of this Motive Note become additional.

20. If, by the laws of the United States or of any state of the United States, having jurisdiction over the premises, any tax is due or becomes due in respect of the issuance of the Note, Mortgagor shall pay such tax in the manner required by law.

21. This is of the same date as the Motive Note, Mortgagor by Mortgagee and of the performance by Mortgagee of its obligations hereunder.

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The Note, at the option of Morganage, Morganage may, without written notice required to do so, apply for funds at the time on deposit to Programmes.

Upon presentation of the Warrant held by Mr. Morganfield for his horses, Mr. Morganfield shall apply the funds to pay all of the taxes, assessments and insurance premiums. If the amount of the funds held by Mr. Morganfield for his horses is not sufficient to pay all of the taxes, assessments and insurance premiums, then Mr. Morganfield shall pay to Mr. Morganfield the full amount necessary to pay all of the taxes, assessments and insurance premiums.

If Mortgagor pays Funds to Mortgagee, the Funds shall be held by Mortgagor and may be commingled with such other funds or funds.

17. Subject to applicable law or written waiver of non-eligibility, amounts paid to mitigate damage to the dry hire equipment will be paid in full, a sum ("funds"), equal to the amount of actual damages sustained by Mortgagor which holder is an individual lender.

and effects, the right of recourse against all such persons bearing especially reserved by Admonition, notwithstanding any such excommunication or release.

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ACKNOWLEDGEMENT (Trustee)

STATE OF ILLINOIS

COUNTY OF _____

} SS.

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that Vice President of _____, and _____, Assistant Secretary of said _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said _____, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian for the corporate seal of said _____, did affix the said instrument as his own free and voluntary act and as the free and voluntary act of said _____, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19_____.
My Commission Expires:

Notary Public

ACKNOWLEDGEMENT (Corporation)

STATE OF ILLINOIS

COUNTY OF _____

} SS.

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the President of _____, corporation, and _____, personally known to me to be the Secretary 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 President and _____ Secretary, they signed and delivered the said instrument as _____ President and _____ Secretary 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 of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19_____.
My Commission Expires:

Notary Public

ACKNOWLEDGEMENT (Partnership)

STATE OF ILLINOIS

COUNTY OF _____

} SS.

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT personally known to me to be _____ of the partner _____ of _____ partnership, and personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument appeared before me this day in person and acknowledged that _____ signed and delivered the said instrument as _____ free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19_____.
My Commission Expires:

Notary Public

Box _____

LOAN NO. _____

MORTGAGE

TO
COLUMBIA NATIONAL BANK
5250 N. HARLEM AVE.
CHICAGO, ILLINOIS 50656

ADDRESS OF PROPERTY:

3250642