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135 South LaSalle, Suite 1162 D
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THIS SPACE FOR RECORDER

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OAK PARK, ILLINOIS 60461

REAL ESTATE FIRST MORTGAGE AND ASSIGNMENT OF RENTS

THIS INSTRUMENT is a Real Estate First Mortgage and Assignment of Rents made and delivered by Elizabeth Anne Carlson ("Mortgagor") to Joseph K. and Helen Shaker, together with their successors and assigns, (collectively, "Mortgagee").

WHEREAS, Mortgagor has concurrently herewith executed and delivered to Mortgagee a promissory note in the principal sum of One Hundred Thousand (\$100,000.00) Dollars ("Note"), bearing interest and payable in the amounts and at the times set forth in the form attached hereto as Exhibit A and hereby incorporated by reference;

WHEREAS, the indebtedness evidenced by the Note, the undertakings by Mortgagor in this instrument and any and all other sums which may be at any time due, owing or required to be paid herein or in the Note provided are collectively referred to as "Indebtedness Hereby Secured";

NOW THEREFORE To secure the payment and performance of all Indebtedness Hereby Secured and for all other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by Mortgagor, Mortgagor does hereby Mortgage, Convey and Warrant unto Mortgagee all the Real Estate (together with the property mentioned in the succeeding paragraphs sometimes called the "Premises", attached as Exhibit B and hereby incorporated by reference.)

TOGETHER with and including within the term "Premises", any and all equipment, personal property, improvements, tenements, buildings, structures, easements, fixtures, privileges, reservations, allowances, hereditaments and appurtenances now or hereafter belonging or pertaining; any and all rights and estates in reversion or remainder; all rights of Mortgagor in or to adjacent sidewalks, alleys, streets and vaults; and any and all rights and interests of every name and nature now or hereafter owned by Mortgagor, forming a part of and/or used in connection with the Real Estate and/or the operation and convenience of the buildings and improvements located thereon, including (by way of enumeration but without limitation) all equipment used or useful in the operation of the Real Estate or improvements thereon; or furnished by Mortgagor to tenants thereof; all building materials located at the Real Estate and intended to be incorporated in improvements now or hereafter to be constructed thereon; all fixtures, apparatus, equipment or

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. COOK COUNTY RECORDER

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within a reasonable time any building or buttilding now or at any time in
evidence of the discharge of such prior than to Mortgagor; (d) complete
by the Underlying Mortgage, and upon request a timely satisfaction
the Promises superlitor to the loan hereof other than indebtedness secured
when due, any indebtedness which may be secured by a loan or charge on
over any mechanism, materials, or like items or claims; (c) pay,
conditio and repeat, without waste, and contract and trustee Mortgage
available or sufficient for the purpose; (B) keep the Promises in good
become damaged or be destroyed whether or not proceeds of insurance are
bulldings or improvements now or hereafter on this Promises which may
Mortgagor will (a) promptly construct, repeat, restore and rebuild any
covenants, agreements and provisions concerning contained herein and in this Note.

Secured as they become due and will duly perform and observe all of the
principals and interests on the Note and all other indebtedness hereby
covenants, agreements and provisions concerning contained herein and in this Note;

AND IT IS FURTHER AGREED THAT:

PROVIDED, that it will hereby Secured shall be duly paid
and all terms, provisions, conditions and agreements herein contained on
the part of Mortgagor to be performed as hereinafter set forth,
performed and observed, then this Mortgage shall be strictly
intestate of Mortgagor in the Promises shall cause and be of no effect.

TO HAVE AND TO HOLD all of the Promises hereby Mortgaged and
warranted or lanted so to be, together with the rents, issues and
profits thereof, unto Mortgagor forever, from all rights and
benefits under and by virtue of the Homeestead Exemption Law of the
State of Illinois (which right and benefits are hereby expressly
released and waived), for the uses and purposes hereinafter
stated or otherwise and for the payment of the Homestead Exemption
provided for in the State of Illinois Real Estate Tax Law after
the death of Mortgagor, and thereafter or until the same shall be
deemed to be real estate Mortgaged and
Secured, or the breach of any covenant hereinabove mentioned, or
default in the payment of all or any part of the principal indebtedness
together with all right to retain possession hereinafter set forth,
performed and observed, then this Mortgage shall be of no effect.

AND TOGETHER WITH all of the Promises hereby Mortgaged and
issues and profits thereof and therefrom, and all of the land, estate,
property and rights hereinabove described and hereby conveyed and
intended so to be, whether real, personal or mixed, and whether or not
affixed or annexed to the Real Estate as intended to be a unit and
are hereby undivided, aggregated and declared to form a part and parcel of
the Real Estate and dedicated to the use of the Real Estate and
not to the purpose hereto and to be appropriaed to the use of the Real Estate and
thereby undivided, aggregated and declared to be a unit and
affixed or annexed so to be, whether real, personal or mixed, and whether or not
intended to be Real Estate as intended to be a unit and
not to the purpose hereto and to be appropriaed to the use of the Real Estate and
thereby undivided, aggregated and declared to be a unit and
affixed or annexed so to be, whether real, personal or mixed, and whether or not
intended to be Real Estate as intended to be a unit and

it being understood that the enumeration of any item of property not
belonging to the Promises shall in no way be held to exclude any item of property not
belonging thereto, placed in, on or at the Promises, amounting:
In each case now or hereafter placed in, on or at the Promises,
ventilation, and all other coverings, screens, storm windows, blinds,
water, light, power, apartment protection, waste removal, refueling,
articles used to supply heating, gas, electrically, air condition,
and together with all of the rents, income, receipts, revenues,

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- (A) INSURANCE COVERAGE. Mortgagor will keep insurance against all hazards and improvements on the Premises against such reasonably insurable risks, perils and hazards as Mortgagor may from time to time require, including:
- (B) Public liability insurance against bodily injury, death and property damage with such limits as Mortgagor may reasonably require;
- (C) Steam boiler, machinery and other insurance of the types and in amounts as Mortgagor may reasonably require.
4. INSURANCE POLICIES. All policies of insurance herein required shall be in forms, companies and amounts reasonably satisfactory to Mortgagor. All policies of coverage reasonably available to Mortgagor, including clauses of endorsements in favor of and with loss payable to Mortgagor, shall have Mortgagor as sole beneficiary. Mortgagor will deliver all policies, including additional and renewals, to the Premises as and when the same shall become due and payable; payment of Real Estate taxes and insurance premiums payable with respect to the Premises at the time of the disbursement of the proceeds deposited with Mortgagor under, the Mortgagor shall follow an event of default hereunder, the Mortgagor shall deposit with Mortgagor at the time of the disbursement of the proceeds of the Note:
- (1) An amount equal to one-twelfth of such taxes due monthly multiplied by the number of months elapsed between the date of such franchise and one-twelfth of the insurance premium;
- (11) Concurredly with each monthly instalment of principal deposited on each policy were last paid to and the date of such first premium on each policy were held by the holder of the Note an amount equal to one-twelfth of the taxes and interest paid up to the date of such franchise of such deposits;
- (111) Concurredly with each monthly instalment of principal deposited on each policy were last paid to and the date of such first premium on each policy were held by the holder of the Note an amount equal to one-twelfth of the taxes and interest paid up to the date of such franchise of such deposits;
- (B) The amount of such deposits ("Tax and Insurance Deposits") shall be based upon the most recently available bills character. All tax and insurance deposits shall be held by the holder of the Note an amount equal to one-twelfth of the taxes and interest paid up to the date of such franchise of such deposits;
- (C) Monthly Tax and Insurance Deposits, together with monthly payments of principal and interest, shall be paid in a single payment each month, to be applied to the following items in the following order:

(1) Tax and Insurance deposits;

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(A) In case of loss covered by policies of insurance, Mortgagor
(or, after entry of decree of foreclosure, the Purchaser at the
foreclosure sale or decree creditor) is hereby authorized at its option
(1) to jointly settle any claim which Mortgagor or (1) allow
Mortgagor to agree with the insurance company or companies on the amount
not in excess of Twenty-five Thousand (\$25,000) Dollars. In any case
to be paid upon the loss, Mortgagor may treat adjuster agreeing to
mortgagee to haveby authority to deduct from amount
of insurance payment to Mortgagor for any such loss
adjudication and collection of insurance proceeds shall be reimbursed to
mortgagor upon demand.

7. PROCEEDS OF INSURANCE. Mortgagor will promptly give Mortgagor
notice of damage or destruction of the premises and:

(C) Mortgagor to make monthly payment to Mortgagor to
securewa hich Mortgagor to make monthly payment to
permitted to such mortgage as long as Mortgagor makes full and timely
payment of such obligation and provides evidence of such to Mortgagor.
In the event Mortgagor makes such payment, upon presentation of a state-
ment by Mortgagor and evidence of such payment no later than thirty (30) days from
receipt of such billling.

(F) Mortgagor shall not be liable for any failure to apply any
amount due deposited to the payment of taxes and insurance unless
Mortgagor, while no default exists however, shall have presented to
Mortgagor to obtain to create or maintain insurance and tax
obligations anding anything relating started herein to the contrary,

(B) In the event of a default in any of the provisions of this
mortgage, Mortgagor may, without being required to do so,
apply tax and insurance deposit to the payment of taxes and
such order and manner as Mortgagor may elect. When the indebtedness
is hereby secured has been fully paid, any remaining tax and insurance
deposit shall be paid to Mortgagor. All tax and insurance deposit are
held by Secured as additional security for Indebtedness held by Secured
and shall not be subject to the direction or control of the Mortgagor.

(D) Mortgagor shall pay taxes and insurance premium due
upon presentation of receipted bill, remunerate Mortgagor for such
insurance deposit upon the presentation by Mortgagor of such bill or,
upon payment, if the total tax and insurance deposit on hand shall not be
sufficient to pay all of the taxes and insurance premium when due,
Mortgagor shall deposit with Mortgagor any amount necessary to make up
the deficiency. If the total of such deposit exceeds the amount remitted
to pay taxes and insurance premium, such excess shall be credited on
the debtors, Mortgagor shall deposit with Mortgagor any amount necessary to make up
such deposit to the payment of taxes and insurance deposit shall be
subject to pay all of the taxes and insurance deposit on hand when due,
such deposit to be made for such items.

(LV) Amortization of the principal balance of the Note.

(LL) Interest on the Note;

(LL) Indebtedness hereby secured other than principal and
interest on the Note;

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for liten, Mortgagor shall deposit such proceeds in a Money Market or cost of completion of the work, free and clear of all liens or claims of subcontractor, in the reasonable judgment of Mortgagor, to pay for the purpose of behalf of the Mortgagor for the satisfaction of the Mortgagor by the hands of the Mortgagor, together with funds deposited for the purpose of insurance shall be disbursed prior to distribution of such proceeds of insurance shall be disbursed from time to time to other than labor and materials for work performed until (90%) payment of the final compensation of work shall exceed ninety (90%) percent of the final compensation of work made prior to the value of which may reasonably require such work be subdivided by the Mortgagor for such work, Mortgagor may require that all plans and specifications for completion of costs and payment as the Mortgagor may reasonably require evidences of cost and payment as contractor's work statements and other certificates, waivers of lien, contracts, matches and receipts, a separate, replacement and rebidding, and (ii) matches and rebidding, to be subdivided to and reasonable compensation, to complete the project, to be subdivided reasonably among contractors, in addition to contractor's reasonable compensation of costs and payment as the Mortgagor may reasonably require such work be disbursed from time to time upon Mortgagor's written instructions shall be held by Mortgagor, such proceeds remittance out of insurance proceeds held by Mortgagor, if Mortgagor is entitled to 8. DISBURSEMENT OF INSURANCE PROCEEDS. If Mortgagor is entitled to

(d) In the event of insurance coverage available to Mortgagor for the repair, replacement, rebidding, rebidding or rebidding of premises, Mortgagor covariant that such work shall be of a fair and equal value and of subdivisionally the same contractor as prior to be subdivided to and reasonable compensation to be charged.

(c) Except as provided in subsection (b) of this section, Mortgagor may apply to the proceeds of insurance coverage upon any manner as Mortgagor may act, if so applied to the payment of the Note, insured claim up to indebtedness hereby secured in amount of principal, interest, expenses, attorney fees, costs, and other expenses of collection, if any, and no preparation penalty or premium shall be charged.

(ii) If, under the terms of any lease which may be prior to the completion of rebidding, Mortgagor shall pay all costs of such rebidding, and Mortgagor covariant that such work shall be of a fair and equal value and reasonable compensation of insurance coverage available to the repair, replacement or rebidding of premises, the original contractor shall have occurred and be then continuing, the original contractor delayed to the insurance coverage available to not deny liability to the insurance or leases or leases and the insurance do not cancellation of termination of such leases or leases and the insurance or rebidding the original contractor does not fault in cancellation of any part thereof due to any damage or debt collection of the premises or any part thereof (herein called an "insured casualty") and can be restored to an economic unit not less valuable than prior to the insured casualty, adequate security including the outstanding balance of the indebtedness for which may be prior to the original contractor, the original contractor shall be liable to the insurance coverage available to the original contractor to the extent of any damage or debt collection of the premises or any part thereof (herein called an "insured casualty") and

(i) If, in the reasonable judgment of Mortgagor, the premises are damaged or destroyed by reason of an accident, fire, or other cause, the original contractor shall be liable to the insurance coverage available to the original contractor to the extent of any damage or debt collection of the premises or any part thereof (herein called an "insured casualty") and

(B) In the event of any insured damage or destruction of the premises or any part thereof (herein called an "insured casualty") and

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(A) Mortgagor shall create, contract to, consent to or suffer or permit any conveyance or sale subject to the lien hereof, or alienation of the Premises or any part of any property or interest therein, excepting only leases in the ordinary course of business or sales of other disposals of any equipment or machinery constituting part of the Premises no longer useful in connection with the operation of the Pre-

15. RESTRICTIONS ON TRANSFERS. It shall be an immediate source of default and default hereunder if, without the prior written consent of mortgagor, which consent shall not be unreasonably denied, any of the following shall occur:

14. INSPECTION OF PREMISES. Mortgagor may have access and inspect the premises at all reasonable times.

obtaining the confection of the holder of such joint tenancy over the rights of any such jointor then.

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stayed on appeal or otherwise stayed within sixty (60) days; or
recalver shall be be discharged, furnished retransferred, vacated,
dismissed, liquidation or winding up of Mortgagor, and such trustee or
jurisdiction of all or the major part of Mortgagor's property or the
permises in any involuntary proceedings for the reorganization,
jurisdiction of all or the major part of Mortgagor's property or the
receivator shall be appointed for the Mortgagor or for all or a major part
(IV) Mortgagor shall be adjudicated a bankrupt, or a trustee of
such proceedings shall not have been vacated or stayed; or
any involuntary proceedings under such Bankruptcy Act or similar law,
(V) Within sixty (60) days after filing against or of
accrue liability or inability to pay its debts; or
(VI) Mortgagor shall file an answer or otherwise to writing
under any Federal Bankruptcy Act or similar law, stating or
(VII) Mortgagor shall file a petition in voluntary bankruptcy
upon all or any part of the Note or the involuntary bankruptcy filed
guarantor or otherwise, is, shall be or become liable for or obligated
including a beneficiary of Mortgagor and each person who, as co-maker,
(C) If (and for the purpose of Section 15 hereof shall occur and be
contingent, without notice or place of grace of any kind; or
(B) If an event pursuant to Section 15 hereof shall occur and be
payment of any interest or principal or interest or payment beyond
the statuted grace period in the Note, or if default be made for 10 days
after written notice or demand to make payment in the Note
(A) If default be made for 10 days after written notice in the
("Events of Default") shall occur;

16. EVENTS OF DEFAULT. If one or more of the following events
in each case whether any such convenience, late, abstaining from transfer
is effected directly or indirectly, or voluntarily or involuntarily, by
operation of law or otherwise, provided, that the following provisions
hereby Secured, (I) to listen of current taxes and assessments not in
defect, or (II) to assign partnership of all or any other payment made for 10 days
as partner to other existing partners of the Partnership which is the
beneficiary of Mortgagor,

shall be sold, assigned or transferred subject to the lien hereof, or
contracted to be sold, assigned or transferred, subject to the lien hereof, or
shall be sold, assigned or transferred subject to the lien hereof, by
such absolute machinary or equipment, or machinery and
machines, provided that prior to the sale or other disposition thereof,
in each case whether any such convenience, late, abstaining from transfer
is effected directly or indirectly, or voluntarily or involuntarily, by
operation of law or otherwise, provided, that the following provisions
hereof without the prior written consent of Mortgagor;

(B) If all or any part of the beneficial interest in the Mortgagor
shall be contracted to be sold, assigned or transferred subject to the lien hereof, or
contracted to be sold, assigned or transferred, subject to the lien hereof, or
shall be sold, assigned or transferred subject to the lien hereof, by
any other party to the contract, or by any other party to the contract,

such absolute machinery or equipment has been replaced by machinery and
machines, provided that prior to the sale or other disposition thereof,
in each case whether any such convenience, late, abstaining from transfer
is effected directly or indirectly, or voluntarily or involuntarily, by
operation of law or otherwise, provided, that the following provisions
hereof without the prior written consent of Mortgagor;

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20. ASSIGNMENT OF RENTS. Issues and Mortgagor hereby assents
and transfers to Mortgagor all the rents, issues and profits of the
Premises, and hereby grants to and conveys upon Mortgagor the right,
power and authority to collect such rents, issues and profits upon the
Premises lawfully appurtenant Mortgagor it is true and lawful attachment, at
the option of Mortgagor at any time and from time to time, to demand,
receive and enforce payment to give receipts, to all demands and
entitlements and other rights to collect such rents, issues and profits, Mortgagor
having the right to enter into leases at rents and termes at heretofore
existing or to take such other steps as may deem reasonable at
any time and all income therefrom to be purchased by any
advisable to cause the instrument of such purchase to be protected by any
of the said insurance policies.

19. INSURANCE UPON FORECLOSURE. In case of an insured loss after
foreclosure proceedings have been instituted, the proceeds of any
insurance policy held in liquidating or realization of the
balance of improvements, shall be used to pay the amount due
as the court may direct, in the case of foreclosure held by
the court in its discretion may provide that a new loss clause be attached
to each casualty insurance policy making the proceeds payable to decree
of creditors, the foreclosed insurance may suffice provided that in case of
one or more redemptions under a bid decree, each successive redempior may
cause the preceding loss clause attached to each foreclosure
of foreclosure sale, Mortgagor to be attached thereto,
policy to be canceled and a new loss clause to be attached thereto,
marking the proceedings thereafter to such redempior, in the event
of foreclosure sale, Mortgagor to be attached thereto, notwithstanding
the sale or to take such other steps as may deem reasonable at
any time and all income therefrom to be purchased by any
advisable to cause the instrument of such purchase to be purchased by any
of the said insurance policies.

(A) The indebtedness hereby secured or the indebtedness secured by
any decree foreclosing thiss Mortgagor, or any tax, special assessment or
other lien which may be or become superior to the foreclosure rate/
decrease, provided such application is made prior to the foreclosure rate/
decrease, in case of a sale and deficiency.

(B) The defecitancy in case of a sale and deficiency.

ITEMS WHEN THE MORTGAGOR, EXCEPT FOR THE INTERVENTION OF SUCH RECEIVER,
WOULD BE ENTITLED TO COLLECT ON OF SUCH RENTS, ISSUES AND PROFITS AND
ALL OTHER POWERS WHICH MAY BE NECESSARY OR USEFUL IN SUCH CASES FOR THE
PROTECTION, POSSESSION, CONTROL, MANAGEMENT AND OPERATION OF THE
PREMISES DURING THE WHOLE OF SAIL PERIOD, THE COURT MAY, FROM TIME TO
TIME, AUTHORIZE THE RECEIVER TO APPLY THE NET INCOME FROM THE PREMISES
IN HIS HANDS IN PAYMENT IN WHOLE OR IN PART OF:

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non-distrubance agreement to which Mortgagor is a party;
subordinate to the loan hereof except to the extent prohibited by any
(1) to effect or defeat any lease or sublease which is then

Mortgagor has delivered a non-distrubance agreement to any lease or
on any ground that would entitle Mortgagor to cancel the same, unless
(1) to cancel or terminate any lease or sublease for any cause or
sublease;

discretion for rent; and with full power:
the recovery of rent, actions in forcible detainer and actions for
avails, rents, issues and profits of the premises, including actions for
the demand proper of necessary to enforce the payment or security of the
such measures, legal and equitable, as in the case of collection may
thereof, either personally or by its agents, and with full power to use
operate, manage and control the premises and conduct the business
its own name as Mortgagor and under the powers herein granted, hold,
agents themselves or any part of Mortgagor, and its
records, papers and accounts of Mortgagor; exclude Mortgagor and its
all or any part of the premises, together with all documents, books,
without process of law, enter upon and take possession of the premises or
event Mortgagor in its discretion may, which or without force and with or
any part thereof, personally, itself or by its agents or attorneys, in such
Mortgagor shall be entitled to take action to recover to Mortgagor, and
upon demand of Mortgagor, Mortgagor shall surrender to Mortgagor,
foreclose the lien hereof or before or after sale by whomsoever to
whether before or after the institution of legal proceedings to
whole principal sum secured hereby is declared to be immediately due, or
right to institute foreclosure proceedings, whether before or after the
default in which under the provisions of this instrument Mortgagor has a
24. **MORTGAGEE'S RIGHT OF POSSSESSION.** In the case of an event of

actual taking of possession of the premises by Mortgagor,
constraining Mortgagor to possess the premises in the absence of
23. **MORTGAGEE'S RIGHT, POSSESSION.** Noting shall be contracted as
shall from time to time require,

all such fixtures and appurtenances and assigments in the premises as Mortgagor
hereby acquired, all present and future leases upon all or any part of
Mortgagor, as additonal security for the payment of the indebtedness
22. **ASSIGNMENT OF LEASES.** Mortgagor hereby assigns and transfers to
notice of default,

invalidate any act done in response to such default or pursuant to such
afforeasid, shall not cure or waive a notice of default hereunder or
taking possession of the premises, or the application thereof in
the collection of such rents, issues and profits, the collecting upon any
indebtedness secured hereby in such order as Mortgagor may determine,
operation and collection, including attorney fees, upon an
unpaid; and apply the same, less reasonable costs and expenses of
collect such rents, issues and profits, including those paid at
premises of any part thereof, in the own name for or otherwise
the undebtedness hereby incurred, either upon and take possession of the
appellated by a court, whether in person, by agent or by a receiver
at any time without notice, either in person, by agent or by a receiver
21. **COLLECTION UPON DEFALKT.** Upon any event of default Mortgagor may

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(11) to the payment of all taxes and special assessments now due or which may hereafter become due on the premises;

(111) to the payment of all expenses, damages, if any, and premium on insurance hereinabove authorized;

(IV) to the payment of any indebtedness hereby secured or defalcency which may occur after the date of this instrument.

26. TITLE IN MORTGAGORS' SUCCESSORS. If ownership of the premises becomes vested in a person or persons other than Mortgagor, Mortgagor may, without notice to Mortgagor, deal with such Successor or Successors in interest of Mortgagor with reference to the premises in the same manner as with Mortgagor.

27. TITLES COMMUTATIVE. Each right, power and remedy conferred upon Mortgagor is cumulative and in addition to every other right, power or remedy to be exercised at any time or from time to time as often and in such order as may be expedient by Mortgagor, and the exercise of one right, power or remedy shall not preclude the exercise of any other right, power or remedy or any exercise of the same by Mortgagor.

28. SUCCESSORS AND ASSIGNS. That Mortgagor and every owner of any interest in the premises shall be bound by all the terms and conditions of this instrument, notwithstanding any transfer or conveyance of any interest in the premises.

29. PROVISIONS SEVERABLE. The unenforceability of any provision herein contained shall not render any other provision herein enforceable unless otherwise provided in this instrument.

30. CAPTIONS AND PRONOUNS. The captions and headings of the various provisions hereof, whenever they conflict with the scope or purport of the same, shall control.

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OF NEW YORK

33. MORTGAGOR NOT A JOINT VENTURER OR PARTNER. Mortgagor and Mortgagee acknowledge and agree that Mortgagor is not and is no event shall Mortgagor be demanded to be a partner or joint venturer with Mortgagee or any beneficiary of Mortgagor. Nor shall Mortgagor be demanded to be a partner or joint venturer on account of its becoming a mortgagor to be a partner or joint venturer of Mortgagor. Nor shall Mortgagor be demanded to be a partner or joint venturer with Mortgagor or any beneficiary of Mortgagor.

32. NO LIABILITY ON MORTGAGE. Notwithstanding anything contained herein, Mortgagor shall not be obligated to pay or perform any obligation under this Mortgage, whether heretofore or thereafter, to the holder of this Mortgage or to any assignee of this Mortgage, or to any other party, by reason of any breach of contract, default, negligence, mistake, omission, nonperformance or noncompliance on the part of the servicer, if such party has been notified of such party's noncompliance or failure to cure such party's noncompliance within thirty days of such notice. If the servicer fails to cure such party's noncompliance within thirty days of such notice, Mortgagor may take such action as may be necessary to cure such party's noncompliance at such party's expense. The servicer shall not be liable for any noncompliance by such party if such noncompliance is caused by such party's willful violation of this Mortgage or by such party's willful violation of law. The servicer shall not be liable for any noncompliance by such party if such noncompliance is caused by such party's reasonable mistake in interpreting this Mortgage or if such party's noncompliance is caused by such party's good faith reliance on a statement or representation made by the servicer or another party. The servicer shall not be liable for any noncompliance by such party if such noncompliance is caused by such party's reasonable mistake in interpreting this Mortgage or if such party's noncompliance is caused by such party's good faith reliance on a statement or representation made by the servicer or another party. The servicer shall not be liable for any noncompliance by such party if such noncompliance is caused by such party's reasonable mistake in interpreting this Mortgage or if such party's noncompliance is caused by such party's good faith reliance on a statement or representation made by the servicer or another party. The servicer shall not be liable for any noncompliance by such party if such noncompliance is caused by such party's reasonable mistake in interpreting this Mortgage or if such party's noncompliance is caused by such party's good faith reliance on a statement or representation made by the servicer or another party. The servicer shall not be liable for any noncompliance by such party if such noncompliance is caused by such party's reasonable mistake in interpreting this Mortgage or if such party's noncompliance is caused by such party's good faith reliance on a statement or representation made by the servicer or another party.

IF TO MORTGAGEE: Joseph R. and Helen Shaker
1100 Lake Street
OAK PARK, IL 60301
937 Park Avenue
Elizabethtown, Anne Carlson

IF TO MORTGAGOR: Joseph R. and Helen Shaker
1100 Lake Street
OAK PARK, IL 60301
937 Park Avenue
Elizabethtown, Anne Carlson

31. ADDRESS AND NOTICE. Any notice which any party hereto may desire to give to any other party shall be in writing, and may be delivered to such other party at such address set forth in the mailing received by certified mail to the addressee hereinafter set forth or to such other place as any party hereto may by notice in writing designate, shall constitute service of notice hereunder, two days after the mailing thereof.

32. MISCELLANEOUS. Payment and notice shall be freely interchangingable. Each shall include the plural, the plural shall include the singular and

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39. RELEASE OF TRUST FUND. Mortgagor shall release funds deposited dead and the lessor charged by proper instrument upon presentation of satisfaction availed of by the lessor.

Placed to a defendant location number on the principal note described herein, where the release is requested of the original debtors and it has never been executed by the parsons herein doings so far as the maker thereof, and does not contain cancellation of the principal note and which purports to bear an identical location number with cancellation by a trustee except as the original note was placed therein by a broker or trustee hereunder or which contains in substance a note which purports to be placed therein by a broker a release of a successor trustee, such successor may accept a note a release of a successor trustee, which representation that all indebtedness hereby secured has been paid, note, representing that any request of any person who shall attach before or after maturity thereof, produce and execute to Mortgagor the principal has been fully paid; and Mortgagor may execute and deliver a trust deed satisfaction availed of by the lessor.

38. NO DUTY OF MORTGAGEE. Mortgagor has no duty to examine the exercise of any power herein given.

Mortgagor, and it may require under circumstances satisfactory to it before own gross negligence or misconduct or that of the agent or employee of the liable for any acts of omission hereunder, except in case of loss power herein until such time as execrated by the trustee any Mortgagor be obliged to record this cause of action or to exercise any authority of the algoritered on the note or which is due, nor shall authority of the validity of the signature or the promissory, or to inquire little, location, existence or condition of the premises, or to inquire into the validity of the note or to seek a deficiency judgment and sue as coconspirators, and Mortgagor has no right to do so against contrary, that a mortgagee is a non-recourse to the Mortgagor, it is abstaining collateral undeniably title Note.

36. NON-RECOVRSES. Regarding any thing stated herein to the Urban Development Board which has been deducted by the U.S. Secretary of Housing and an area which has been deducted by the U.S. Secretary of Housing and collateral undeniably title Note.

35. BLOOD INSURANCE. If the premium now or hereafter located in available under the Act, the Mortgagor will keep the Premium coverage up to the maximum limit of coverage paid Note by blood insurance under "Act", the Mortgagor may not declare that a has been made under the National Blood Insurance Act of 1968 Urban Development Board which has been deducted by the U.S. Secretary of Housing and an area which has been deducted by the U.S. Secretary of Housing and collateral undeniably title Note or to extend, although Mortgagor receives payment by any E.P.A. agency or other multifacil body, it will violate the atmosphere with smoke, fumes, noxious gases or unreasonably Mortgagor's lease, will not to its knowledge unduly or negligently pollute the atmosphere with smoke, fumes, noxious gases or unreasonably E.P.A. regulations and the use of said building by Mortgagor, or estatate will be used and maintained in accordance with the applicable other improvements contained on, under or above the subject real estate which has been deducted by the lessor.

34. E.P.A. COMPLIANCE. Mortgagor conveys that the buildings and other improvements contained on, under or above the subject real estate will be used and maintained in accordance with the applicable E.P.A. regulations and the use of said building by Mortgagor, or estatate will be used and maintained in accordance with the applicable other improvements contained on, under or above the subject real estate which has been deducted by the lessor.

33. VIOLENCE. If Mortgagor (or said lessee) are served with notice of default ex parte such violations and abate whatever nuisance or pollution by any E.P.A. agency or other multifacil body, it will immediately terminate the atmosphere with smoke, fumes, noxious gases or unreasonably Mortgagor's lease, will not to its knowledge unduly or negligently pollute the atmosphere with smoke, fumes, noxious gases or unreasonably E.P.A. regulations and the use of said building by Mortgagor, or estatate will be used and maintained in accordance with the applicable other improvements contained on, under or above the subject real estate which has been deducted by the lessor.

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40. RESIGNATION OF MORTGAGEE. Mortgagor may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in the county in which the instrument was recorded or registered or filed, in case of the resumption of which have been recorded or filed, in the case of the resumption, inability or refusal to act of Mortgagor, the then Recorder of Deeds of the County in which the instrument was recorded or filed, shall be Successor in Trust, Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Mortgagor.

41. FEES OF MORTGAGEE. Before releasing this trust deed, Mortgagor shall be entitled to receive fees as determined by its rate schedule in effect when the release deed is issued. Mortgagor or successor shall be entitled to reasonable compensation for any other services performed under any provision of the "Trust And Trustees Act" of the State of Illinois.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed and delivered as this tree and voluntarily deed for the uses and purposes herein set forth, all on November 13, 1992.

John D. Shaker

Mortgagor
Helen Shaker
Mortgagee

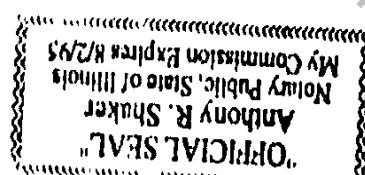
It may accept as the genuine note herein described any note which may be presented and which contains in substance which the document purports to be executed by the person herein described as maker thereof.

At may accept as the genuine note herein described any note which may be presented of the principal note and which contains in substance which the document purports to be executed by the person herein described as maker thereof.

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Commissioner of Probate

NOTARY PUBLIC

GIVEN under my hand and notarized seal this 13 day of November, 1992.

I, Anthony R. Shaker, a Notary Public in and for said County in the State of Illinois, do hereby certify that Joseph R. Shaker, Helen Shaker and Elizabeth Anna Carlson, 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes herein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
) 95

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933-230-51

under this Note, Makar has no right of set-off
4. No Right of Set-Off. Makar has no right of set-off

holder of this Note, Makar as the holder of this Note, as the owner and
writting to Makar or such person who has been so identified by Payee in
Payee, or such person who has been so identified by Payee in
of the transferee of this Note, Makar shall be entitled to demand
from time to time demand in writing, until notified by Makar
from time to time demand in writing, until notified by Makar
park, Illinois, or at such other place as the holder notes may
and delivered to Payee on the date due at 1100 Lincoln Street, Oak
Note shall be made in lawful money of the United States of America
hereof. At payment of principal and interest in respect of this
accrued and unpaid interest and when aggregate the principal amount
Payment with respect to this Note shall be applied first against
1995, together with all accrued interest,

dollars (\$100,000.00), due and payable on October 31,
outstanding in the amount of one hundred thousand than
(c) one (1) payment of principal balance than

each month, commencing January 1, 1993,
seven cents (\$.16.67), due and payable on the first of
equal amounts of four hundred sixty dollars and sixty-
thirty-four (34) payments of simple interest only in the
equal monthly, commencing January 1, 1993,

due and payable December 1, 1992,
two hundred forty-six dollars and sixty cents (\$.246.60),
(a) one (1) payment of simple interest only in the amount of

together with interest on the unpaid principal amount hereof as
3. Interest. Makar shall pay the principal amount hereof as
follows:

unpaid principal amount is paid in full at the per annum rate
equal to five percent (5.0%).
2. Interest. Makar also promises to pay interest on the
unpaid principal amount hereof from the date hereof until such
principal amount hereof is paid in full at the per annum rate

of one hundred thousand dollars (\$100,000.00), the principal amount
and Helen Shaker (collectively, the "Payee"), the order of Joseph R.
Elizabeth Anne Carlson, promises to pay to the order of Joseph R.
1. Principal Amount. FOR VALUE RECEIVED, the undersigned,

November 13, 1992

\$100,000.00

PROMISSORY NOTE

EYB/A, 134

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9. **EVENTS OF DEFAULT.** The occurrence of any one or more of the following events shall constitute an event of default ("Event of Default") hereunder:

8. **DEFINITIVE COVENANT.** Maker covenants to payee that, so long as this Note shall remain unpaid, Maker shall notify payee of any condition or event which has resulted or will likely result in other document delivered pursuant thereto.

(d) The execution and delivery of this Note has been duly and validly authorized and approved by all necessary and validly authority of maker.

(c) This Note is the legally valid and binding obligation of maker enforceable against maker in all terms, except as may be limited by bankruptcy, insolvency, reorganization or similar law, creditors' rights generally, or equitable principles relating to or limitation of equitable remedy, notwithstanding any provision to the contrary contained in this Note.

(b) The issuance, delivery and payment of this Note do not and will not require any negotiation with, consent or approval of any regulatory body or other person, by, any federal, state or other government authority or agency, or notice to, or other action to, with or under law applicable to this Note.

(a) Neither the issuance, delivery and payment of this Note nor maker or any other, fiduciary or depository bank on maker does or will violate any provision of law applicable to this Note or other agency of government banking on maker.

7. **REPRESENTATIONS AND WARRANTIES.** Maker represents and warrants to payee that the following statements are true, correct and complete:

6. **PREPAYMENT.** Maker, without premium or penalty, may prepay this Note in whole or in part, with accrued interest to the date of such prepayment on the amount prepaid.

5. **LAST MATURED INTEREST ACCUMULATION OF INTEREST.** Any amount of principal hereof or interest hereto which is not paid when due, whether at stated maturity, by acceleration or otherwise, shall bear interest from the date when due until paid which is three percent per cent (3%) per annum in excess of the rate of interest payable under this Note; provided, however, that maker shall never be required to pay interest on this Note at a rate in excess of the maximum interest that may be lawfully charged under the laws of the state of illinois, lawfully charged under the laws of a state of 365 or 366 days, as the case may be.

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been given when delivered in person or three (3) business days
permitted to be given shall be in writing and shall be personally
handed, any notice of other communication herein required or
14. **NOTICE.** Unless otherwise specifically provided

the Payee, becoming due and payable upon Payment, a demand,
an Event of Default hereunder, this Note shall, at the option of
13. **REMEDIES.** Upon or at any time after the occurrence of

fees incurred in the collection and enforcement of this Note,
expenses, including, but not limited to, reasonable attorney's
12. **EXCUSE.** Maker promises to pay all costs and

duly signed for and on its behalf.
modified or amended except as Payee may consent thereto in writing
that none of its terms or provisions may be waived, altered,
limited to, matters of construction, validity and performance, and
any limitation of liability, including, but not
of the State of Illinois contract law provisions without application of
deemed to have been made under and shall be governed by the laws
11. **APPLICABLE LAW.** Maker agrees that this Note shall be
hereunder,

Payee to the extent of the amounts paid by Maker
subject to all claims and defenses which have asserted
thereto; provided, however, that any such claim
all the powers and rights herein given to Payee with respect
transferee, and such transferee shall the execution become vested with
10. **TRANSFER OF NOTE.** Any transfer this Note to any
guarantor of this Note,
subparagraph (d) of this Paragraph 9 with respect to any
11. **THE OCCURRENCE OF AN EVENT OF DEFAULT specified in
or any part of Maker's assets or property or
or (b) the appointment of a receiver or trustee for all
(a) the filing of a proceeding in bankruptcy against it
damages within thirty (30) days of its initiation either
of creditors or (ii) fail to vacate, discharge or
transferee, (ii) make an assignment for the benefit of
maker shall (i) file any proceeding in bankruptcy or
(d)**

the date notice is given by Payee of such default;
remain unremedied for a period of thirty (30) days from
covenant contained herein in this Note and such default shall
12. **MAKER SHALL DEFECT IN THE DUE PERFORMANCE OF ANY
COVENANT OR IN THE DATE GIVEN;**
any representation or warranty of Maker contained in
this Note or in the Purchase Agreement shall be false as
of the date given;

for ten (10) days after the date due/
this Note, whether by acceleration, by notice of
prepayment or otherwise, and such failure shall continue
13. **MAKER SHALL FAIL TO PAY ANY PRINCIPAL OR INTEREST ON
THE DATE GIVEN;**
any representation or warranty of Maker contained in
this Note, by acceleration, by notice of

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Property of Cook County Clerk's Office

Makor

Ellaabeth Anne Carlson

IN WITNESS WHEREOF, Makor has executed and delivered this
Recd. in the park, Illinois, on of the day and year first above

dated in the case of Makor, 937 Park Avenue, River Forest, Illinois
and in the name of Payne, as set forth in Paragraph 3 hereto,
whereby he is delivered as prescribed in Paragraph 3 hereto,
wherefore I attest, the addresses of the parties herein (until notice of a
different, the post office address herein) for the purpose
of which post office prepared and addressed, for the purpose
of this document to the United States mail, registered or certified,
at the post office prepared and property addressed, for the purpose
of which post office prepared and addressed, for the purpose
of this document to the United States mail, registered or certified,

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Property of Cook County Clerk's Office
931 Block, Community Bureau, Chicago, IL 60626
P.I.N.: 15-01-315-023
The South 31.40 feet of Lot 11 and the North 18.60 feet of Lot 10 in Block 9
in the Subdivision of part of Northwoods, being the South Half of the East
half of the South West Quarter of Section 1, Township 39 North, Range 12
East of the Third Principal Meridian, Cook County, Illinois.

LEGAL DESCRIPTION

EXHIBIT B