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COOK COUNTY, ILLINOIS
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(Space Above This Line for Recording Data)				
COMMERCIAL REAL ESTATE MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS				
NAME(S) / ADDRESS(ES) OF MORTGAGOR(S)	NAME / ADDRESS OF LENDER			
Scott Baker & Mary Baker, His Wife Matthew L. Drake, A Bachelor 2118-20 W. Warner Chgo, IL 60618	Lincoln Park Savings Bank 1946 W. Irving Park Chgo, IL 60613			
NOTE NUMBER 7189-5	DATE OF MTG. 5-10-94	MATURITY DATE 6-1-95	LOAN AMOUNT 41,250.00	OFFICE
PRINCIPAL AMOUNT ** Forty One Thousand Two Hundred Fifty and 00/100*****				\$41,250.00*****
PROPERTY DESCRIPTION (Include legal description, street address and sidewalk tax item number): Lot 42 in Block 5 in Aspinwall Avenue and Clark Street Addition to Edgewater said addition being a subdivision by William J. Richardson in parts of Sections 5 & 6, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.				
Property Address: 1663 W. Hollywood, Chgo, IL 60660 P.I.N. 14-06-410-006				
This mortgage is made on this date between the parties listed above. The Mortgagor in consideration of the principal amount shown above and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages and warrants to the Lender, its successors and assigns, forever, the land and property described above, together with the privileges, improvements, rents and profits, easements, hereditaments, appurtenances, equipment, and other personal goods of whatever description which may now or hereafter be located, situated or affixed on and used in connection therewith (hereinafter called the Property). Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property (and, if this instrument is on a leasehold, that the ground lease is in full force and effect without modification except as noted above and without default on the part of either lessor or lessee thereunder), that the Property is unencumbered, and that Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any encumbrances and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.				
SIGNATURE(S) By signing this Mortgage, each Mortgagor acknowledges that all provisions have been read and understood, including those on pages two, three, and four. Signed and sealed by Mortgagor:				
X	(Seal)	5/10/94	Mary Baker	(Seal) 5/10/94
X	(Seal)	5/10/94		(Seal) Date
WITNESSED BY				
X		X		
X		X		
WHEN RECORDED RETURN TO: Lincoln Park Savings Bank 1946 W. Irving Park Chgo, IL 60613	DRAFTED BY / ADDRESS Cynthia Thys 1946 W. Irving Park Chgo, IL 60613			

BOX 333-CTI

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Indebtedness when due:

- (b) the failure to perform or keep any of the covenants of this agreement or any agreement, oral or written, out of which the indebtedness arises or which governs any of the terms of the indebtedness;
- (c) the insolvency of the Mortgagor;
- (d) the filing by or against the Mortgagor of any insolvency, bankruptcy or receivership proceeding;
- (e) the institution of any assignment by the Mortgagor for the benefit of the Mortgagor's creditors;
- (f) the insolvency or death of any guarantor of this indebtedness;
- (g) the death of the Mortgagor, if a natural person, or of any partner if the Mortgagor is a partnership;
- (h) the dissolution, merger and consolidation or transfer of a substantial part of the ownership of the Mortgagor or any guarantor of the indebtedness if the Mortgagor or such guarantor is a corporation;
- (i) the non-payment of any taxes or insurance, which shall constitute waste and entitle the Lender to the appointment of a receiver under applicable law;
- (j) the sale or transfer by Mortgagor of any interest in the Property, whether by deed, land contract, contract of sale, or the like;
- (k) the Lender deems itself insecure for any reason whatsoever.
17. In the event of default, the Lender may, without demand or notice, pay any taxes, assessments, premiums or liens required to be paid by the Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of said premises to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering said premises, including surveys. The sums paid for any such purposes shall be added to the indebtedness and shall bear interest at the rate of interest otherwise accrued on the indebtedness secured hereby until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of the Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the indebtedness shall remain in the Lender's possession until the indebtedness is paid in full.
18. In the event of default, the Lender may, without notice, and at its option, declare the entire indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to sell or to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorney fees, rendering any surplus monies to the party or parties entitled to the excess. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of the Lender, be made en masse. The commencement of proceedings to foreclose this mortgage in any manner authorized by law shall be deemed an exercise of the above option. In the event of default or the commission of waste, the Lender shall forthwith be entitled to the appointment of a receiver of the Property and of the earnings, income, issue, and profits hereof, with such powers as the court making such
19. No assignments shall occur. The Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A MORTGAGE BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT THE LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF RENTS AND LEASES, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.
20. Lender shall have the exclusive right to determine the order in which the Property securing this mortgage shall be sold and the proceeds applied to the indebtedness in the event Lender exercises the remedies provided for in this mortgage.
21. The Mortgagor expressly acknowledges that it is the intent of both itself and the Lender to have a default of any of the provisions of this mortgage constitute a default of any other agreement which may now exist or hereafter arise between them and that, likewise, a breach of any such agreement shall constitute a breach and default of this mortgage. It is the expressed intent of the Mortgagor to cross collateralize all of its indebtedness and obligations to the Lender howsoever arising and whenever incurred.
22. It is further agreed that:
- (a) no forbearance on the part of the Lender and no extension of the time payment of any of the indebtedness given by the Lender shall operate to release, discharge, modify, or change or affect the original liability of the Mortgagor herein or of its continued performance of the covenants herein contained or in the covenants and terms of any portion of the liability;
- (b) any reference to the Lender herein shall also include the Lender's successors and assigns;
- (c) the covenants and conditions hereof shall bind and the benefits and advantages hereof shall inure to the respective heirs, executors, administrators, assigns and successors of the parties hereto;
- (d) the Mortgagor agrees to pay the Lender, in addition to payment of the indebtedness, a pro rata portion of the taxes, assessments, mortgage guarantee insurance premiums (so long as this mortgage is insured by a mortgage guarantee insurance policy), hazard insurance premiums next to become due as estimated by the Lender so the Lender will have sufficient funds on hand to pay taxes, assessments and insurance premiums within thirty (30) days before the due date thereof, and to pay the Lender, immediately, any deficit thereon, the monies so held not to bear any interest and, upon default, to be applied by the Lender on account of the indebtedness;
- (e) all rights and remedies granted to the Lender hereunder shall be cumulative and not exclusive of one or the other or of any other remedy provided for by law or agreement, and may be exercised either successively or concurrently; and that
- (f) if any provision of this mortgage shall be prohibited by state law, such prohibitions shall apply only to that provision and all other provisions of the mortgage shall remain in full force and effect.

ADDITIONAL PROVISIONS

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(Page 2 of 4 pages)

a) The failure to pay either the interest or principal upon the due date of either agreement in schedule:

Indebtedness

(a) hereby grants to the Lender a security interest in any personal property of the Borrower or its Subsidiaries to secure payment of all obligations of the Borrower to the Lender under the Note and the other documents referred to above, and (b) hereby grants to the Lender upon the Indebtedness as in the event of default hereunder; and

5 As additional security for the indebtedness and the performance of all of the Mortgagor's covenants hereunder, the Mortgagor:

4.4 Mongagger agrees to comply with the provisions of any Ground Lease entered into by the Part of the Property and will give Land Under Option to any lessee to extend the leasehold interest in the property for a period of time not exceeding 10 years.

any default under the terms of the Construction Loan Agreement
and/or shall be entitled under the provisions of this Article to have
provided, and/or as may be provided by law.

Any advances or disbursements made by Lender under such non-negotiable loan agreements shall become a part of the Note from the date of issuance of such note to the date of final calculation of interest, shall not be in conflict with applicable law, in which case, Lender shall calculate interest at the highest allowable rate.

3. Mutualagreements will comply with the provisions of any convention or agreement, which will come into force by reference and shall become a part of this mortgage.

2. Mandates will normally wish the delivery date of any Contractual
delays which exist against the independentee.

1. The Mortagagee agrees to supply the Lender such financial information concerning its affairs and the status of any of its assets as the Lender, from time to time, may reasonably request, and specifies in the Lender's copy of the Mortgagee's other documents and records as well as in its original, copy and to examine the books, accounts and files of the Mortagagee.
2. At such reasonable times as the Lender may require, the Mortagagee will supply the Lender with such information as the Lender may require.

Worthingtons, true and lawful attorney-in-fact to do so. And the expenses thereof shall be added to the indebtedness and paid by the Mortagor upon demand by the Lender.

obtaining the written consent of the lender.

9. The more modest promises not to remove any part of the Property from its present location, except for replacement, maintenance, relocation in the ordinary course of business, nor to sell, further occupying the Property or in any way concentrating the use and qualities, regularities and to comply with the present and future wants of the Corporation and to abstain from the commission of any waste or damage to the Property.

7 The Magistrate hereby assents to the Letter and all instruments

6 The Sheriff promises to keep the Property measured and marked
as such form and with such care as may within the
scope of his office be practicable to ascertain and record
the dimensions of the Land or Lands described in the Letter
and to file a copy of the same with the Sheriff of the County
in which the Land or Lands are situated.

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as such form and with such care as may within the
scope of his office be practicable to ascertain and record
the dimensions of the Land or Lands described in the Letter
and to file a copy of the same with the Sheriff of the County
in which the Land or Lands are situated.

5. The Mortgagor promises to pay and to discharge at once, on demand or notice, the principal sum and interest due on the sum of £1000, or so much thereof as may be outstanding, to the Lender, and to pay all costs of recovery, including legal expenses, incurred by the Lender in recovering the same.
6. The Mortgagor promises to pay and to discharge at once, on demand or notice, the principal sum and interest due on the sum of £1000, or so much thereof as may be outstanding, to the Lender, and to pay all costs of recovery, including legal expenses, incurred by the Lender in recovering the same.

ii) The Property, or any part thereof, shall require inspection
or maintenance which the Master-Judge has failed to provide, the
Landlord, after reasonable notice, may enter upon the Property to
make such observations and demand by the Master-Judge
immediate and full payment of the Rent.

4. The Mortgagee Programs at all times to preserve and to maintain the Property and every part thereof in good repair, to keep the Property in good condition, and will from time to time, make all needed and proper repairs so that the value of the Property shall not in any way be impaired. Mortgagor certifies that the Property has not in any way been nor will in the future be liable for any hazard or hazard which may be created by or resulting from the use of the Property for any purpose.

5. The Mortgagee reserves the right to inspect the Property at all reasonable times and to require the Lender to make such repairs as may be necessary to correct any violation of the terms of this Agreement.

3. Landlord may apply all payments received from the Mongagor in any order Landlord deems appropriate.

2. The Margagaro promises to pay the indebtedness in accordance with the terms thereof and to perform all of the terms and conditions from which the indebtedness arises.

1. This note may be addressed by the principal amount or page
prior or subsequent date hereof, including future advances, and
every other indebtedness of any and every kind now or hereafter
owing from Mortgagor to Lender howsoever created or arising,
whether primary, secondary or contingent, or otherwise.
Interest or charges provided in or arising out of such indebtedness,
including all attorney's fees and costs of collection, legal expenses
and other expenses of any kind incurred in connection with the
foreclosure sale or otherwise in respect of the property described
in this note or in respect of the obligations hereunder, shall be
assessed by the principal amount or page.

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