

# UNOFFICIAL COPY

MORTGAGE

94743282

THIS MORTGAGE is made this 18<sup>th</sup> day of August 1994,  
by and between Chicago Title & Trust Co. as Trustee under Tr. #1099160, a corporation organized and existing  
under the laws of the state of Illinois, (hereinafter referred to as "Mortgagor")  
and American National Bank of Chicago, a National Banking Association  
(hereinafter referred to as "Mortgagee").

## WITNESSETH

WHEREAS, to secure the payment of an indebtedness in the amount of Eight Hundred Twenty Thousand and 00/100  
(DOLLARS) (\$ 820,000.00), to be paid with interest thereon evidenced by a certain Note bearing  
even date herewith and any amendments, modifications, renewals, or replacements thereof (herein referred to as the "Note") and  
pursuant to authority granted by its Board of Directors, the Mortgagor hereby mortgages, conveys, transfers and grants unto  
Mortgagee, its successors and assigns forever, Real Estate, and all improvements thereon, situated in the County of COOK  
State of Illinois, (hereinafter referred to as the "Mortgaged Property"  
or "Premises") legally described to wit:

LOTS 26 AND 27 IN BLOCK 8 IN JAMES MORGAN'S SUBDIVISION OF THE EAST 1/2 OF THE  
SOUTHWEST 1/4 OF BLOCK 10 OF SHEFFIELD'S ADDITION (TO BE KNOWN AS SUB-BLOCK 8 O'  
BLOCK 10 OF SHEFFIELD'S ADDITION) IN SECTION 32 TOWNSHIP 40 NORTH, RANGE 14 EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As 130-32 W. Armitage Avenue  
PIN # 14-32-222-022

TOGETHER, with all buildings, and improvements now or hereafter thereto belonging upon the Mortgaged Property or any part  
thereof and all fixtures now or thereafter installed including, but not limited to, all lighting, cooling, ventilating, air conditioning,  
plumbing, sprinklers, communications, electrical systems and the equipment pertaining thereto together with the rents, issues, profits  
and leases of the Mortgaged Property.

TO HAVE AND HOLD the premises unto said Mortgagee, its successors and assigns, forever, for the purpose and uses set forth  
herein.

## I. MORTGAGOR COVENANTS

Mortgagor represents to and covenants with Mortgagee that Mortgagor holds fee simple title to the Mortgaged Property, free and  
clear of any and all liens and encumbrances and Mortgagor has the power and authority to mortgage the Mortgaged Property.

The Mortgagor shall maintain or cause to be maintained the Mortgaged Property in good repair, working order, and condition and  
make or cause to be made, when necessary, all repairs, renewals, and replacements, structural, non-structural, exterior, interior,  
ordinary and extraordinary. The Mortgagor shall refrain from and shall not permit the commission of waste in or about the  
Mortgaged Property and shall not remove, demolish, alter, change or add to the structural character of any improvement at any time  
erected on the Mortgaged Property without the prior written consent of the Mortgagee, except as hereinafter otherwise provided.  
Mortgagor covenants and agrees that in the ownership, operation and management of the Premises Mortgagor will observe and  
comply with all applicable federal, state and local statutes, ordinances, regulations, orders and restrictions. If this Mortgage is on a  
condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration of covenants  
creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or  
planned unit development, and constituent documents. Mortgagee shall have the right at any time, and from time to time, to enter  
the Premises for the purpose of inspecting the same.

## II. INSURANCE

Mortgagor shall at all times keep the Mortgaged Property, including all buildings, improvements, fixtures and articles or personal  
property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably  
be required by Mortgagee, including without limitation: (a) all-risk fire and extended coverage insurance, with vandalism and  
malicious mischief endorsements, for the full replacement value of the Premises in an agreed amount, with inflation guard endorse-  
ment; (b) if there are tenants under leases at the Premises, rent or business loss insurance for the same perils described in (a) above  
payable at the rate per month and for the period specified from time to time by Mortgagee; (c) boiler and sprinkler damage  
insurance in an amount reasonable satisfactory to Mortgagee, if and so long as the Premises shall contain a boiler and sprinkler  
system, respectively; (d) if the Premises are located in a flood hazard district, flood insurance whenever in the opinion of the  
Mortgagee such protection is necessary and available; and (e) such other insurance as Mortgagee may from time to time reasonably  
require. Mortgagor also shall at all times maintain comprehensive public liability, property damage and workmen's compensation  
insurance covering the Premises and any employees thereof, with such limits for personal injury, death and property damage as  
Mortgagee may reasonably require. All policies of insurance to be furnished hereunder shall be in forms, companies, amounts and  
deductibles reasonably satisfactory to Mortgagee, with mortgage clauses attached to all policies in favor of and in form satisfactory to  
Mortgagee, including a provision requiring the coverage evidenced thereby shall not be terminated or materially modified without  
thirty (30) days prior written notice to Mortgagee. Mortgagor shall deliver all policies, including additional and renewal policies, to  
Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to their  
respective dates of expiration.

Mortgagor shall not take out separate insurance concurrent in form of contributing in the event of loss with that required to be  
maintained hereunder unless Mortgagee is included thereon under a standard mortgage clause acceptable to Mortgagee. Mortgagor  
immediately shall notify Mortgagee whenever any such separate insurance is taken out and promptly shall deliver to Mortgagee the  
policy or policies of such insurance.

In the event of loss Mortgagor will give immediate notice by mail to Mortgagee, who may make proof of loss if not made  
promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss  
directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, shall be applied  
by Mortgagee to the restoration or repair of the property damaged. In the event of foreclosure of this Mortgage, all right, title and  
interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale. Mortgagor  
shall furnish Mortgagee, without cost to Mortgagee, at the request of Mortgagee, from time to time, evidence of the replacement value  
of the Premises.

If the Mortgagor fails to keep the Mortgaged Property insured in accordance with the requirements of the Loan Documents, the  
Mortgagee shall have the right, at its option, to provide for such insurance and pay the premiums thereof, and any amounts paid  
thereon by the Mortgagee shall bear interest at the Default Rate (as herein defined) from the date of payment.

## III. PAYMENT OF TAXES AND ASSESSMENTS

Mortgagor shall pay before any penalty or interest attaches all general taxes, special taxes, special assessments, water charges,  
sewer service charges, and all other liens or charges levied or assessed against the Premises of any nature whatsoever when due, and  
shall furnish to Mortgagee duplicate receipts of payment therefor. If any special assessment is permitted by applicable law to be paid  
in installments, Mortgagor shall have the right to pay such assessment in installments, so long as all such installments are paid prior  
to the due date thereof. With respect to any tax or assessment which Mortgagor may desire to contest, Mortgagor shall pay such tax  
or assessment in full under protest in order to prevent a default under this Mortgage on account thereof.

## IV. FUNDS FOR TAXES AND INSURANCE

If required by Mortgagee, Mortgagor shall pay to Mortgagee, at the times provided in said Note for payment of installments of  
principal and interest, and in addition thereto, installments of taxes and assessments to be levied upon the Premises, and install-  
ments of the premiums that will become due and payable to renew the insurance hereinabove provided; said installments to be

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substantially equal and to be in such amount as will assure to Mortgagee that not less than thirty (30) days before the time when such taxes and premium respectively become due, Mortgagor will have paid to Mortgagee a sufficient amount to pay such taxes and premiums in full. Said amounts paid to Mortgagee hereunder need not be segregated or kept in a separate fund and no interest shall accrue or be payable thereon. Said amounts shall be held by Mortgagee as additional security for the indebtedness secured hereby. Said amount shall be applied to the payment of said taxes, assessments and insurance premiums when the same become due and payable; provided, however, that Mortgagee shall have no liability for any failure to so apply said amounts for any reason whatsoever. Nothing herein contained shall in any manner limit the obligation of Mortgagor to pay taxes and to maintain insurance as above provided. In the event of any default by Mortgagor, Mortgagee may, at its option but without any obligation on its part so to do, apply said amount upon said taxes, assessments and insurance premiums, and/or toward the payment of any amounts payable by Mortgagor to Mortgagee under the Mortgage and/or toward the payment of the indebtedness secured hereby or any portion thereof, whether or not then due or payable. Mortgagee shall not require payments hereunder so long as Mortgagor makes timely payment of taxes and insurance and provides Mortgagee with evidence of same.

## V. PROTECTION OF LENDER'S SECURITY

If default be made in the payment of any of the aforesaid taxes or assessments or in making repairs or replacements or in procuring and maintaining insurance and paying the premiums therefore, or in keeping or performing any other covenant of Mortgagor herein, Mortgagee may, at its option and without any obligation on its part so to do, pay said taxes and assessments, make such repairs and replacements, effect such insurance, pay such premiums, and perform any other covenant of Mortgagor herein. All amounts expended by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee forthwith on demand with interest thereon at the rate applicable under the Note from the date of such expenditure.

## VI. REIMBURSEMENT FOR MORTGAGEE LEGAL EXPENSE

In the event that Mortgagee is made a party to any suit or proceedings by reason of the interest of Mortgagee in the Premises, Mortgagor shall reimburse Mortgagee for all costs and expenses, including attorney's fees, incurred by Mortgagee in connection therewith, whether or not said proceeding or suit ever goes to trial. All amounts incurred by Mortgagee hereunder shall be secured hereby and shall be due and payable by Mortgagor to Mortgagee forthwith on demand with interest thereon at the rate applicable under the Note from the date of such expenditure.

## VII. FINANCIAL STATEMENTS

Throughout the term of the Mortgage, Mortgagor shall cause to be furnished to Mortgagee, within ninety (90) days after the close of each fiscal year of Mortgagor balance sheets and statements of profit and loss and supporting schedules, in such form as requested by Mortgagee for the Mortgaged Property for such fiscal year of Mortgagor, certified by a certified public accountant acceptable to Mortgagee. In addition, Mortgagor shall cause to be furnished to Mortgagee such additional financial information concerning the Mortgagor as the Mortgagee may reasonably request from time to time, the reasonably free access to the Mortgaged Property and to inspect all work done and materials furnished in connection with the Mortgaged Property, and to inspect all books, records and contracts of the Mortgagor relating to the Mortgaged Property.

## VIII. CONDEMNATION

If all or any part of the Mortgaged Property is damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid indebtedness secured by this instrument, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor and the same shall be paid forthwith to Mortgagee, who shall release any such award or monies so received or apply the same in whole or in part, after the payment of all expenses, including reasonable costs and attorney's fees, to the restoration or repair of the property damaged, if the property can be restored or repaired to constitute a complete architectural unit. In the event the said property cannot be restored or repaired to constitute a complete architectural unit, then such award or monies received after the payment of expenses of Mortgagee as aforesaid shall be applied on account of the unpaid principal balance of the Note, irrespective of whether such principal balance is then due and payable. Furthermore, in the event such award or monies so received shall exceed the cost of restoration or repair of the property and expenses of Mortgagee as aforesaid, then such excess monies shall be applied on account of the unpaid principal balance of the Note, irrespective of whether such principal balance is then due and payable.

## IX. EVENTS OF DEFAULT

Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

(A) Failure to make prompt payment, when due, of any payment of principal or interest under the Note and such failure continues for ten (10) days after Mortgagee gives written notice thereof to Mortgagor;

(B) Failure to promptly perform or observe any other covenant, promise, term or agreement contained in the Mortgage, Note, assignment or parts of any other Loan Document executed in connection with this loan transaction;

(C) Any sale, agreement, transfer, lease, agreement to transfer, grant of security interest, mortgage, or other encumbrance or alienation of any interest in the Mortgaged Property without the prior written consent of Mortgagee;

(D) Failure to make prompt payment, when due, of any payment of principal or interest under any agreement, loan documents, notes or instrument now or hereafter delivered to Mortgagee;

(E) The commencement of any petition in Bankruptcy, whether voluntary or involuntary by or against Mortgagor or if Mortgagor is adjudicated, bankrupt or insolvent or files any petition or answer seeking restoration, assignment, composition, liquidation or similar relief under the present or any future Federal or state law or seeks or consents to acquiesce in the appointment of any trustee, receiver, or similar officer of the Mortgagor, regarding the Mortgaged Property;

(F) Any material adverse change in the financial condition of the Mortgagor or any Guarantor of this Mortgage or the Note.

## X. LENDER'S DETERMINATION OF FACTS

Mortgagee will at all times be free independently to establish to its satisfaction and in its absolute discretion the existence or nonexistence of any fact or facts, the existence or nonexistence of which is a condition, warranty or covenant of this Mortgage or in any other Loan Documents.

## XI. ACCELERATION AND DEFAULT RATE

If an Event of Default occurs, Mortgagee may, at its option, declare the whole of the indebtedness hereby secured to be immediately due and payable without notice to the Mortgagor. Then, at any time thereafter, at the sole option of the Mortgagee, the principal balance and accrued interest on the Note shall become immediately due and payable, and any other sums secured hereby shall become immediately due and payable. All sums coming due and payable hereunder shall bear interest, after acceleration, at the Default Rate, which shall mean the interest rate stated in the Note (     % ), plus     percent per annum and shall constitute additional indebtedness secured by this Mortgage. After any such Event of Default, Mortgagee may institute or cause to be instituted, proceedings for the realization of its rights under this Mortgage or any other Loan Documents.

## XII. RIGHTS, POWERS AND REMEDIES OF MORTGAGEE

When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee may at its election:

(A) Foreclose this Mortgage by legal action, as provided by Illinois Statutes and this paragraph shall further authorize a power of sale as provided by said statutes;

(B) Enter upon and take possession of the Mortgaged Property with the irrevocable consent of Mortgagor as granted and evidenced by execution of this Mortgage. As Mortgagee in possession, Mortgagee may hold, operate, manage and control the Mortgaged Property and conduct business, if any, either personally or by its agents. The Mortgagee may collect rents and lease the Mortgaged Property, cancel or modify existing leases and generally exercise all powers and rights customarily incident to ownership. Mortgagee may pay out of any rents collected, taxes, insurance, conversions, fees and any expenses attributable to the Mortgaged Property;

(C) Upon, or at any time after the filing of a complaint or petition to foreclose this Mortgage, the Mortgagee may apply to the court for appointment of a receiver of the Mortgaged Property. Such receiver shall have the power to collect the rents, issues and profits of the Mortgaged Property during the pendency of the foreclosure suit up to and after any sale of the Mortgaged Property. The court may authorize the receiver to apply net income from management and control of the Mortgaged Property in whole or in part to the indebtedness secured hereby or to any tax or special assessment which may be or become superior to the lien hereof.



