

# UNOFFICIAL COPY

ATTORNEYS' TITLE GUARANTY FUND, INC.

Box 260

94803513

DEPT-01 RECORDING

\$23.00

(Space above this line for Recording Date)

140003 TRAN 6454 09/14/94 14149100

00000 LC \*-94-803513

COOK COUNTY RECORDER

## MORTGAGE

This mortgage made and entered into this 31st day of August, 19 94  
by and between LaSalle National Trust N.A. as Trustee u/t/a dated 12/20/91 and known as Trust No. 116482  
(hereinafter referred to as (mortgagee) and NORTH COMMUNITY BANK and not personally  
corporation, hereinafter referred to as mortgagor, who maintains an office and place of business at  
3039 North Dearborn Street, Chicago, Illinois 60613

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Cook State of Illinois

Lot 12 in Block 5 in Clyburn's Addition to Ravenswood, being a Subdivision of the North 1/2 of the West 1/2 of the Southeast 1/4 of Section 7, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN# 14-07-406-016

Property address: 5046 North Wolcott Street, Chicago, IL 60640

THIS IS A SECOND MORTGAGE

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property, that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure (i) the payment of a promissory note dated August 31, 1994 in the principal sum of \$ 85,000.00, signed by LaSalle National Trust N.A. as Trustee u/t/a DATED 12/20/91 AND KNOWN AS Trust No. 116482

and (ii) the repayment of any future advance, with interest thereon, made by mortgagee prior to release of this mortgage, which advance is evidenced by a promissory note or guaranty of a promissory note stating that it is secured hereby. Said notes and/or guaranties are herein called the "Indebtedness Hereby Secured". At no time shall the principal amount of the Indebtedness Hereby Secured, not including the sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note, plus One Million (\$1,000,000.00) Dollars; NOT WITHSTANDING THE FOREGOING: THE LIEN ON THIS SECOND MORTGAGE SHALL NOT EXCEED THE AMOUNT OF \$58,000.00.

94803513

23 Bull

# UNOFFICIAL COPY

Form 97-108 Replaces Form 97-108a, Revised, 1997

NORTH COMMUNITY BANK  
2639 North Broadway  
Chicago, IL 60613

This instrument prepared by:  
and mail to same

My commission expires:

Notary Public

(NOTARIAL SEAL)

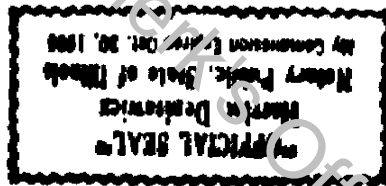
GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

to the foregoing instrument, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.  
personally known to me to be the same persons whose names are subscribed and  
herby certify that on this day personally appeared before me, \_\_\_\_\_  
a Notary Public in and for said County, in the State aforesaid, do

INDIVIDUAL ACKNOWLEDGEMENT  
STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_

My commission expires:

Notary Public



(NOTARIAL SEAL)

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

to the foregoing instrument and personally known to me to be the \_\_\_\_\_  
and acknowledged that they signed, sealed, and delivered the said instrument and their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed, and delivered in the name and in behalf of said corporation by the authority of their stockholders and board of Directors as the free and voluntary act of said corporation for the uses and purposes set forth.  
LA SALLE NATIONAL TRUST, NA, respectively, of \_\_\_\_\_  
personally known to me to be the same persons whose names are subscribed and  
herby certify that on this day personally appeared before me, \_\_\_\_\_  
a Notary Public in and for said County, in the State aforesaid, do

CORPORATE ACKNOWLEDGEMENT  
STATE OF ILLINOIS  
COUNTY OF Cook

11-03513

# UNOFFICIAL COPY

and in accordance with the orders and directives of all Federal, State and local governmental authorities; and

(b) defend, indemnify and hold harmless mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (A) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from, or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (B) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (C) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials; and/or (D) any violation of laws, orders, regulations, requirements or demands of governmental authorities, or any policies or requirements of mortgagee, which are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay the indebtedness Hereby Secured or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or any note or guaranty secured hereby, the entire indebtedness Hereby Secured shall immediately become due, payable and collectible without notice, at the option of the mortgagee or assigns, regardless of the maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal) pursuant to the laws of the State of Illinois governing the disposition of said property.

4. The proceeds of any sale of said property in accordance with the preceding paragraph shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting and maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness Hereby Secured; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale, and the proceeds are not sufficient to pay the indebtedness Hereby Secured, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, State, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagor is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness Hereby Secured, subject to the same terms and conditions applicable under this mortgage and any note or guaranty secured hereby. If the mortgagor shall pay and discharge the indebtedness Hereby Secured, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order or judgment holding any provision of this instrument invalid or unenforceable shall not in any way impair or prejudice the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at LaSalle National Trust N.A. 116482  
136 S. LaSalle, Chicago, IL 60690

and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 3639 North Broadway, Chicago, IL 60613

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

~~LaSALLE NATIONAL TRUST, N.A.~~ as Trustee under  
Trust No. 24-116482-00 and not personally

By [Signature] Vice President

Attest: Nancy Stack Assistant Secretary

94503513

UNOFFICIAL COPY

This Mortgage or Trust deed in the name of a mortgage is the  
 LA SALLE NATIONAL TRUST, N.A., not personally, but as trustee under Trust  
 deed in the exercise of the power and authority conferred upon and vested  
 in it as such trustee (and said LA SALLE NATIONAL TRUST, N.A. hereby warrants  
 that it possesses full power and authority to execute the Instrument) and it  
 is expressly understood and agreed that nothing contained herein or in the  
 notes, or in any other instrument given to evidence the indebtedness secured  
 hereby shall be construed as creating any liability on the part of said  
 mortgagor or grantor, or on said LA SALLE NATIONAL TRUST, N.A. personally to  
 any note or any interest that may accrue thereon, or any indebtedness  
 arising hereunder, or to perform any covenant, either express or implied,  
 herein contained, all such liability, if any, being hereby expressly waived by  
 the mortgagee or Trustee under said Trust Deed, the legal owners or holders of  
 the note, and by every person now or hereafter claiming any right or security  
 hereunder; and that so far as the mortgagor or grantor and said LA SALLE  
 NATIONAL TRUST, N.A. personally are concerned, the legal holders of the note  
 and the owner or owners of any indebtedness accruing hereunder shall look  
 solely to the premises hereby mortgaged or conveyed for the payment thereof by  
 the enforcement of the lien created in the manner herein and in said note  
 provided or by action to enforce the personal liability of the guarantor or  
 guarantors, if any. Trustee does not warrant, indemnify, defend title nor is  
 it responsible for any environmental damage.

County Clerk's Office