

Prepared by and mail to:

BLOOMINGDALE BANK AND TRUST

Bloomington, Illinois 60108

150 S. Bloomington Road
Bloomington, Illinois 60108

94259827

THIS INSTRUMENT WITNESSETH: That the undersigned, Chicago Title and Trust Company as Trustee under Trust Agreement dated December 10, 1981 and known as Trust Number 1081135

City of Chicago County of Cook State of Illinois, hereinafter referred to as the Mortgagee, does hereby Mortgage and Warrant to

BLOOMINGDALE BANK AND TRUST

Bloomington, IL 60108

a banking association organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

See Legal Description attached hereto and made a part hereof.

Commonly known as: 524 South Wabash, Chicago, Illinois

P.I.N. Numbers: 17-15-110-016, 17-15-110-017, 17-15-110-018, 17-15-110-019, 17-15-110-020

TOGETHER with all easements, buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services and any other thing now or hereafter installed therein or thereon, including but not limited to, screens, window shades, storm doors and windows, floor coverings, screen doors, built-in beds, awnings, stoves, built-in ovens, water heaters, washers, dryers and disposal units all of which are declared to be a part of said real estate whether physically attached thereto or not.

TOGETHER with the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may hereafter become due under or by virtue of any lease whether written or verbal, or any agreement for the use or occupancy of said property, or any part or parts thereof, which may have been heretofore, or may be hereafter made or agreed to, or which may be made and agreed to by the Mortgagee under the power herein granted to it; it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements existing or to hereafter exist for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of such rents, issues and profits, or to secure and maintain possession of said premises, or any portion thereof, and to fill any and all vacancies and to rent, lease or let any portion of said premises to any party or parties, at its discretion, with power to use and apply said rents, issues and profits to the payment of all expenses, care and management of said premises, including taxes and assessments, and to the payment of any indebtedness secured hereby or incurred hereunder.

TO HAVE AND TO HOLD the said property, with said appurtenances, fixtures and fixtures, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under any statute, of limitations and under the Homestead Exemption Law of the State of Illinois, which said rights and benefits the said Mortgagee does hereby, release and waive.

Upon payment of the obligation hereby secured, and performance of all obligations under this mortgage and note secured by it, said note shall be marked paid and delivered to the maker or his assignee, together with his mortgage duly cancelled. A reasonable fee shall be paid for cancellation and release.

TO SECURE:

1. The payment of a note and any renewals and extensions thereof, and the performance of the obligation therein contained executed and delivered concurrently herewith by the Mortgagee to the Mortgagee in the sum of One Million Sixty Thousand and 00/100— (\$ 1,060,000.00—)

Dollars, which is payable as provided in said note until said indebtedness is paid in full. 2. Any additional advances made by the Mortgagee to the Mortgagee, or the successor in title, prior to the cancellation of this mortgage, provided that this mortgage shall not at any time secure more than One Million Sixty Thousand and 00/100— (\$ 1,060,000.00—) Dollars, plus any advance necessary for the protection of the security, interest and cost; and

3. All of the covenants and agreements in said note (which is made a part of this mortgage contract) and this mortgage.

A. THE MORTGAGOR COVENANTS:

(1) To pay all taxes, assessments, hazard insurance premiums and other charges when due; (2) Keep the improvements now or hereafter upon said premises insured against damage by fire, windstorm and such other hazards or liability as the Mortgagee may require to be insured against until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurance value thereof, in such amount as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period of sale; and in case of loss, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims under such policies, and the Mortgagee agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; the Mortgagee is authorized in its discretion to apply the proceeds of any such insurance to the discharge of any obligation insured against, to a restoration of the property or to the indebtedness of the Mortgagee and any application to the indebtedness shall not relieve the Mortgagee from making monthly payments until the debt is paid in full; (3) To apply for, secure, assign to Mortgagee and carry such disability insurance and life insurance as may be required by Mortgagee in companies acceptable to Mortgagee, and in a form acceptable to it, and such disability insurance may be required in an amount not in excess of payments necessary to pay the sums secured by this mortgage; (4) not to commit or suffer any waste of such property, and to maintain the same in good condition and repair; (5) to promptly pay all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien of mechanics or materialmen shall attach to said property; (6) not to suffer or permit any unlawful use of or any nuisance to exist upon said property; (7) not to diminish or impair the value of said property or the security intended to be affected by virtue of this mortgage by any act or omission to act; (8) to appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceedings in which it may participate in the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any governmental board, authority or agency having jurisdiction over the mortgage premises; (9) not to suffer or permit without the written permission or consent of the Mortgagee being first had and obtained; (a) any use of said property for a purpose other than that for which the same is now used; (b) any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon said property; (c) a purchase upon conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or improvement upon said property; (d) a sale, assignment or transfer of any right, title or interest in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property.

THE MORTGAGOR FURTHER COVENANTS:

(1) That in case of his failure to perform any of the covenants herein, the Mortgagee may do or cause to be done anything so covenanted that said Mortgagee may also do any and all things deemed necessary to protect the above and such things as the Mortgagee will immediately repair any money paid or disbursed by the Mortgagee for any of the above purposes and such things as the Mortgagee will immediately repair.

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

Dated March 18, 1994

(8) The undersigned hereby waives any and all rights of redemption from sale under order or decree of foreclosure of this mortgage on its own behalf or on behalf of the Trust Estate, if any, and all persons beneficially interested therein and every person, except donee or judgment creditors of the undersigned, who have acquired any interest in or title to the premises subsequent to the date of this mortgage.

(7) That in the event title shall be conveyed to any person or persons, firm, trust or corporation, other than the undersigned or any one or more of them, then the Mortgagee after such transfer of title shall have the right to adjust the annual rate of interest to be paid under the terms of the note secured hereunder. Whenever the Mortgagee, or its successors or assigns, shall increase the rate of interest in accordance with the foregoing provision, it shall give written notice specifying the new rate; and the effective date of any such increase shall be the date of such transfer or conveyance.

(6) Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the mortgagor at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

(5) The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms of the mortgage constitute secured indebtedness additional to that evidenced by the note, with interest thereon or assigns of the Mortgagee, as their rights may appear; third, all principal and interest, including unpaid on the note; fourth, any overplus to Mortgagee, the heirs, legal representative or assigns of the Mortgagee, successors and assigns of the Mortgagee and the Mortgagee; fifth, the mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagee and the Mortgagee; sixth, the Mortgagee shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagee, the masculine gender as used herein, shall include the feminine, and the singular either of said covenants; that whatever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular either of said covenants; that in said obligation contained shall thereafter in any manner affect the right of Mortgagee, to require or enforce performance of the same or any other herein or by law conferred, and be enforced, concurrently herewith; that no waiver by the Mortgagee of performance of any covenant herein contained shall constitute a relinquishment of every other right or remedy of the Mortgagee.

(4) When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or procuring of such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had, pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, in which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

(3) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment under said Note or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of creditors or if the property of the Mortgagee be placed under control of or in custody of any court, or if the Mortgagee be authorized and empowered, at its option shall sell said property under a contract for deed, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage. (2) That in the event the ownership of said property or any part thereof becomes vested in a person or entity other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as the Mortgagee, and may for year to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagee hereunder or upon the debt hereby secured.

(1) Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the mortgagor at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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PARCEL 1:
 THE SOUTH 16 FEET OF SUB-LOT 2 OF LOT 4 TOGETHER WITH ALL OF SUB-LOT 1 OF LOT 5,
 ALSO SUB-LOT 2 OF LOT 5, ALL IN BLOCK 11 IN FRACTIONAL SECTION 15 ADDITION TO
 CHICAGO IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, FROM
 PLAT OF SURVEY BY GREELEY-HOWARD-NORTHIN COMPANY, MARCH 12, 1946 NUMBER 19845 IN
 COOK COUNTY, ILLINOIS.

PARCEL 2:
 SUB LOTS 1 AND 2 OF CANAL TRUSTEES' SUBDIVISION OF LOT 8 AND SUB-LOTS 1 AND 2 OF
 LOT 9 IN BLOCK 11 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN SECTION 15,
 TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
 COUNTY, ILLINOIS.

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