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REAL ESTATE MORTGAGE

Made December 6, 1994
 by Metropolitan Bank and Trust, not personally but
 whose address is 10 N. 15th Avenue, Melrose Park, IL 60160
 (the "Mortgagor") and First of America Bank, Northeast Illinois, N.A.
 National Banking Association, whose address is
 325 N. Milwaukee Avenue, Libertyville
 Illinois (the "Mortgagee"). Mortgagor or

is jointly indebted to Mortgagee
 in the principal sum of Nineteen Thousand Nine Hundred Ninety Five & No/100

\$ 19,995.00 Dollars evidenced by a certain promissory
 note of even date herewith (the "Note") whereby the obligor promises to pay the Note, interest, at the rate
 provided in the Note and late charges and prepayment premiums, if any, all of which sums, if not sooner
 paid, are due and payable on December 6, 1996

FOR VALUE RECEIVED, the Mortgagor mortgages and warrants to Mortgagee the real estate located in
 the Village of Melrose Park

County of Cook, State of Illinois, described on Exhibit "A" attached hereto,
 together with the easements, improvements, encroachments, and appurtenances, now or hereafter belonging
 thereto, and the rents, income and profits therefrom and all fixtures now or hereafter attached to or used
 in connection therewith, and all equipment, building materials, machinery, engines, boilers, elevators, and
 plumbing, electrical, heating, air conditioning, ventilating and mechanical equipment and all of which equipment
 and personal property of every kind and nature, now or hereafter located thereon (all of which equipment and personal property being collectively termed the "Equipment") and deemed
 to be fixtures and a part of the realty, all the foregoing being collectively referred to herein as the "Premises".

TO SECURE the payment of said principal sum of money and said interest and late charges and prepayment premiums in accordance with the terms, provisions and limitations
 of this Mortgage and the Note, and all extensions, modifications and renewals thereof, and for the purpose of further securing the payment of any and all sums, indebtedness and liabilities
 of any and every kind now or hereafter owing and to become due from the Mortgagor to the Mortgagee or to the holder or assignee of the Note or this Mortgage or under any other
 instrument, obligations, contracts or agreements, or dealings of any and every kind now or hereafter existing or entered into between the Mortgagor and the Mortgagee or otherwise
 and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in the Note and in any other agreements by and between the parties
 hereto, and including all present and future indebtedness incurred or arising by reason of a guaranty by Mortgagee by Mortgagor of present or future indebtedness or obligations of
 third parties to Mortgagee, and of present and future indebtedness originally owing by Mortgagor to third parties and assigned by said third parties to Mortgagee, and any and all renewals
 or extensions of any of the foregoing (hereinafter collectively with the Note called the "Indebtedness"), and further to secure the prompt and faithful performance and observance by
 the Mortgagor of all the terms, undertakings, covenants and conditions by the Mortgagor to be kept, observed or performed under or according to any and all instruments, obligations,
 contracts or agreements entered into or to be entered in the future between the Mortgagor and the Mortgagee.

Mortgagor hereby covenants, warrants and agrees as follows:

- 1 To pay the sum of money mentioned in the Note, and the interest thereon, and to the pay of costs to be paid, the Indebtedness at the time and in the manner described thereto.
- 2 If required by Mortgagee, to make monthly deposits with Mortgagee, in a non-interest bearing account, at the same times as installments of principal and interest are payable, of a sum equal to one-twelfth (1/12) of the estimated yearly taxes and assessments levied or to be levied against the Premises and insurance premium, all as estimated by Mortgagee, but with an initial payment into escrow which initial payment, together with such subsequent monthly payments, will be sufficient to pay such estimated taxes and assessments and insurance premiums as and when they become due and payable. Such deposits shall be applied by Mortgagee to the payment of such taxes and assessments and insurance premiums when due. Any insufficiency of such account to pay such taxes, assessments and insurance premiums when due shall be payable by Mortgagor on demand. Upon any default under this mortgage, Mortgagee may apply any funds in said account to any obligation then due under this mortgage. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided will not be affected except insofar as the obligations thereunder shall have been actually met by compliance with the terms of this paragraph. Mortgagee may at any time hereafter at its option waive, and after such waiver reinstate, any or all of the provisions of this paragraph with respect to the making of monthly deposits for estimated yearly taxes, assessments and insurance premiums by notifying Mortgagor in writing of such waiver or reinstatement. While any such waiver is in effect, Mortgagor will pay taxes, assessments and insurance premiums for which monthly deposits have been waived as elsewhere provided in this mortgage.
- 3 So long as any part of the Indebtedness shall be unpaid: To remove from said premises all statutory lien claims, to protect the title and possession of said real estate, and to pay when the same shall become due and before any interest or penalty for nonpayment attaches thereto, all taxes and assessments, general and special, now existing, or hereafter levied or assessed, upon said real estate or the interest therein created by this mortgage, or which by the laws of Illinois may be levied or assessed against said Mortgagee or its mortgage interest in said land, or the indebtedness or upon this mortgage, and deliver to the Mortgagee satisfactory evidence of payment thereof.
- 4 To abstain from the commission of waste on the Premises and to keep the buildings thereon and the Equipment in good repair, and promptly comply with all statutes, ordinances, regulations and requirements of all departments of government, affecting the Premises. Subject to the provisions of paragraphs 5 and 18, the Mortgagor will promptly repair, restore, replace or rebuild any part of the Premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in paragraph 9. The Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions, limiting the uses which may be made of the Premises or any part thereof.
- 5 To keep said buildings, and any which may hereafter be erected upon the Premises and the Equipment insured against loss or damage by fire and such other hazards or risks as may be required by said Mortgagee in such amount or amounts as may be required by said Mortgagee but not less than 100% of the full insurable value, in such insurance company or companies as the said Mortgagee, its successor or assigns, may approve, and to deliver to said Mortgagee, as additional security hereto, the policies of such insurance and of any additional insurance which shall be taken out upon such buildings and the Equipment while any part of the Indebtedness shall remain unpaid, having attached to said policies such mortgage indemnity clauses as said Mortgagee shall direct. Renewals of such policies shall be so delivered at least ten days before any such insurance shall expire. All such insurance carried shall be satisfactory to Mortgagee. Each policy evidencing such insurance shall provide that loss shall be payable to Mortgagee as its interest shall appear at the time of loss, shall be in a form and substance acceptable to Mortgagee, and shall be delivered to Mortgagee. Each such policy shall provide that at least ten (10) day's prior written notice of any cancellation of, or any material change in, such insurance shall be given Mortgagee by the insurer. Any sum which may become due under any such policy may be applied by Mortgagee, at its option, either to reduce the Indebtedness or to repair or replace the improvements covered by said policy. In the event of any loss or damage to the Premises, Mortgagee will give immediate notice thereof to Mortgagee, and Mortgagee shall have the right to make proof of such loss or damage, if Mortgagor does not promptly do so. All proceeds payable under any such insurance policy, whether or not endorsed payable to Mortgagee, shall be payable directly to Mortgagee, and the Mortgagee is authorized to settle, adjust or compromise any claims for loss or damage under any such policy. Mortgagee may procure and substitute for any and all of the insurance so held as aforesaid, such other policy or policies of insurance, in like amount, as it may determine, provided Mortgagor fails to replace any such insurance within ten days after being notified that the insuring company is no longer approved by Mortgagee. In case of sale under foreclosure hereof, all such insurance shall henceforth, and until the period of redemption shall expire, be made payable to the purchaser at sale, and in such event said Mortgagee is hereby authorized to collect the unearned premium on any such policy as it may cause to be cancelled and apply such premium towards the payment of premium on any such new insurance so payable to the holder of such certificate.
- 6 In case Mortgagor shall neglect or refuse to keep the Premises in good repair and condition, to pay promptly when due all taxes and assessments, as aforesaid, or to remove any statutory liens on the Premises, or to keep the buildings, the Equipment and improvements insured, as aforesaid, and deliver the policy or policies of insurance, or the renewals thereof, to Mortgagee, as aforesaid, then Mortgagee may, if it shall so elect, make repairs, pay such taxes and assessments, with the accrued interest, penalties, officer's fees, and expenses thereon, redeem the Premises which may be sold or forfeited for taxes or assessments, with the accrued interest, penalties, officer's fees, and expenses thereon, purchase any tax title thereon, remove any tax title thereon, remove any statutory lien and prosecute or defend any suits in relation thereto, insure and keep insured said buildings in the sum, as aforesaid, or for any less sum and for such time as Mortgagee may deem proper. Any sums which may be so paid out by Mortgagee, and all sums paid out for substituted insurance, as aforesaid, including the costs, expenses and attorney's fees paid in any suit affecting the Premises, when necessary to protect the lien hereof, shall bear interest from the dates of such payments at a rate equal to the highest rate set forth in the Note, shall be paid by Mortgagor to Mortgagee upon demand and shall be deemed a part of the Indebtedness, and recoverable as such in all respects. Any such legal claims, taxes, assessments, or tax title so purchased, paid, or redeemed by said Mortgagee shall, as between the parties hereto and their successors in interest, be deemed valid, so that in no event shall the necessity or validity of any such payments be disputed.

0080612 Real Estate Mortgage (IL,ILLINOIS) 0891

FIRST AMERICA
INVESTMENT

95157175

DEPT-01 RECORDING

T90012 TRAN 2925 03/08/95 1412100
05155 1 JM #95-157175
COOK COUNTY RECORDER

(FOR RECORDER'S USE)

100

ACCOMMODATION

CENTENNIAL TITLE INCORPORATED

95157175

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7. The Mortgagor's failure to pay any insurance premium or other policies covering any of the Premises or failure to pay any taxes, or assessments, or both, accrued against the Premises, or any installments thereof, before any interest or penalty for nonpayment attaches thereto shall constitute waste and the Mortgagor agrees to and hereby does consent to the appointment of a receiver with such powers as the court making such appointment shall confer.

Payment by the Mortgagor for and on behalf of the Mortgagor of any such delinquent tax, assessment or insurance premium, payable by Mortgagor under the terms of this mortgage, shall not cure the default herein described and shall not affect the Mortgagor's right to the appointment of a receiver or account thereof.

8. As additional security for payment of the indebtedness, interest thereon, insurance premium, taxes and assessments, at the time and in the manner herein agreed, and for the performance of the covenants and agreements herein contained, the Mortgagor hereby assigns to Mortgagor the rents, issues and profits of the Premises, and in the event of a default in the terms, conditions, covenants or promises contained in this mortgage or in the Note, Mortgagor may receive and collect said rents, issues and profits so long as such default shall exist and during the pendency of any foreclosure proceedings and during any redemption period, provided, however, that Mortgagor as a result of the receipt and collection of such rents, issues and profits shall not be deemed an owner or operator of the Premises as may be defined in any state or federal environmental law or regulation. As of the date of this mortgage, as additional security, Mortgagor hereby assigns to Mortgagor all written or oral leases, whether now in existence or which may hereafter come into existence during the term of this mortgage, or any extension hereof, and the rents thereunder covering the Premises. The collection of rents by Mortgagor shall in no way waive the right of the Mortgagor to foreclose this mortgage in the event of said default or defaults. The assignment of rents shall run with the land and be good and valid as against the Mortgagor herein, or those claiming by, under or through the Mortgagor, from the date of the recording of this instrument. In the event of a sale on foreclosure which shall result in a deficiency, this assignment shall stand as security during the redemption period, for the payment of such deficiency.

The Mortgagor will not assign the whole or any part of the rents, income or profits arising from the Premises without written consent of the Mortgagor.

In the event of default in any of the terms, conditions or covenants of this mortgage, the Mortgagor shall, upon demand therefor made by the Mortgagor, deliver and surrender possession of the Premises to the Mortgagor, who shall thereafter collect the rents and income therefrom, rent or lease the premises or portion thereof upon such terms and for such time as it may deem best, terminate any tenancy and maintain proceedings to recover rents or possession of the Premises from any tenant or trespasser.

In the event that the Mortgagor fails, refuses or neglects to deliver or surrender such possession, the Mortgagor shall be entitled to the appointment of a receiver of the Premises, and of the earnings, income, issue and profits thereof, with such powers as the court making such appointment may confer.

9. Notwithstanding any taking by eminent domain, or injury to or decrease in value of the Premises by any public or quasi-public authority, the Mortgagor shall continue to pay interest on the entire principal sum secured by this Mortgage until any such award or payment shall have been actually received by the Mortgagor and no reduction of principal shall be deemed to take effect until such receipt. Any such award or payment may, at the option of the Mortgagor, be retained and applied by the Mortgagor toward payment of the indebtedness. If prior to any receipt by the Mortgagor of such award or payment, the Premises shall have been sold on foreclosure of the mortgage, the Mortgagor shall have the right to receive such award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not such deficiency judgment on this mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagor in connection with the collection of such award or payment. The Mortgagor is hereby appointed attorney in fact for the foregoing purpose and as such is fully authorized and empowered to receive, except for discharge and satisfaction, any such award or payment, whether joint or several, on behalf of the Mortgagor, which said receipt, discharge and satisfaction shall be legally effective and binding as if given directly by the Mortgagor; provided, however, that nothing herein contained shall deprive the Mortgagor of the right to contest either the necessity of any such condemnation or the value placed on the Premises therein.

10. The entire indebtedness, together with interest, thereon, shall become due and payable, and this mortgage subject to foreclosure at the option of the Mortgagor without notice except as may be otherwise provided herein:

(a) after default in the payment when due (whether by acceleration or otherwise) of any installment of principal or of interest on the Note or on the Indebtedness, or
(b) upon default in the observance or performance of any covenant or agreement of the Mortgagor in this mortgage or if Mortgagor shall default in the due performance or observance of any other obligation under any other mortgage note, security agreement, loan agreement, lease, pledge agreement, assignment, security or other agreement, instrument or document heretofore or hereafter executed by the Mortgagor and delivered to the Mortgagor (collectively the "Loan Documents"); or

(c) upon the election by the Mortgagor to accelerate the maturity of said principal sum pursuant to the provisions of the Note, the mortgage or any of the Loan Documents, or
(d) if Mortgagor (or, if Mortgagor is more than one person, any of such persons) or any guarantor of the Indebtedness shall die, dissolve, become insolvent, or make an assignment for the benefit of its creditors, or

(e) if any guarantee that now or hereafter secures payment or performance of all or any part of the Indebtedness shall be terminated or canceled, for any reason, without the prior written consent of the Mortgagor, or

(f) if a voluntary or involuntary case in bankruptcy or insolvency shall be commenced by or against Mortgagor (or, if Mortgagor is more than one person, any of such persons) or any guarantor of any of the Indebtedness, then the entire Indebtedness shall automatically become immediately due and payable, without notice or demand.

(g) Upon default in the observance or performance of any of the provisions of Section 73 of this Mortgage, or if any warranty, representation or statement made or furnished to the Mortgagor by or on behalf of the Mortgagor, in connection with the environmental condition of the Premises or to induce the Mortgagor to make a loan to the Mortgagor proves to have been false in any material respect, or if an environmental condition occurs subsequent to the date of this mortgage.

Further, upon occurrence of any default described above, any agreement between the Mortgagor and the Mortgagor concerning release of any portion of the Premises or the consideration to be paid or payable for such release shall be null, void and of no further effect.

11. The Mortgagor and any persons authorized by the Mortgagor shall have the right from time to time to appraise or to cause the Mortgagor to appraise the Premises and to enter and inspect the Premises at all reasonable times.

12. That the Mortgagor shall have the right, from time to time to sue for any sums whether interest, damages for injury, to pay principal or any installment thereof, taxes, installments of principal, or any other sums required to be paid under the terms of this mortgage, as the same become due, without regard to whether or not the principal sum secured or any other sums secured by this mortgage shall be due and without prejudice to the right of the Mortgagor thereafter to bring an action of foreclosure or any other action for a default or defaults by the Mortgagor existing at the time such earlier action was commenced.

13. Mortgagor shall have all rights and remedies provided for in this mortgage and otherwise permitted by law. In addition, upon occurrence of a default by Mortgagor under the terms of this mortgage or the Note, Mortgagor shall have the right, and is hereby authorized,

(a) To the extent permitted by law, to collect and receive all rents, profits, and other amounts that are due or shall hereafter become due under the terms of any leases, land contracts, or other agreements, now or hereafter in effect, by which Mortgagor is or shall be leasing or selling the Premises or any interest therein, and to exercise any other right or remedy of Mortgagor under any such lease, land contract or other agreement, provided, that Mortgagor shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment received or to present or file any claim or take any other action to collect or enforce the payment of any amounts to which Mortgagor may become entitled hereunder, nor shall Mortgagor be liable for any of the Mortgagor's obligations under any such lease, land contract, or other agreement.

(b) To obtain or update abstracts of title, title searches and title insurance with respect to the Premises and all sums expended therefor shall be part of the Indebtedness and shall bear interest at the highest rate set forth in the Note.

(c) To foreclose this mortgage by action pursuant to applicable law, and
(d) To sell, release and convey the Premises at public sale, and to execute and deliver to the purchasers at such sale good and sufficient deeds of conveyance, rendering any surplus funds, after payment of the Indebtedness in full and the expenses of such sale, including attorneys' fees as provided by law, to Mortgagor, all in accordance with Ill. Rev. Stat. C. 110, par. 15-1512, as the same may be amended from time to time, and any similar statutory provisions which may hereafter be enacted in addition thereto or in substitution therefor.

All rights and remedies of Mortgagor under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time and no delay by Mortgagor in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy, except to the extent otherwise provided by law. In this mortgage, "matrix" means such time as the Indebtedness shall be or shall become due and payable, whether by the terms of the instruments or pursuant to Paragraph 10 hereof or otherwise.

14. That in case of any sale under this mortgage, by virtue of judicial proceedings or otherwise, the Premises may be sold in one parcel and as an entire or in such parcels or portions thereof, manner or order as the Mortgagor in its sole discretion may elect.

15. Mortgagor or any other person hereafter obtaining a mortgage or lien upon, or any other interest in the Premises, releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois and waives with respect to any foreclosure of this Mortgage, (i) any right to marshalling of the Premises and any right to require a minimum bid or "upset" price, and (ii) the benefit of any stay, extension, exemption or moratorium laws, now existing or hereafter enacted, and (iii) any right to reinstatement or redemption provided by any law now existing or hereafter enacted.

16. If the ownership of the Premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagor may deal with such successor or successors in interest with reference to the mortgage, and the debt hereby secured, in the same manner as with the Mortgagor, without in any manner violating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. The Mortgagor shall at all times continue primarily liable on the Indebtedness until this mortgage is fully discharged or Mortgagor is formally released by an instrument in writing duly executed by the Mortgagor.

17. Mortgagor(s) jointly and severally understand, agree and expressly consent, that Mortgagor hereby reserves and shall have the optional right to declare all sums secured by this mortgage to be immediately due and payable, in the event the Mortgagor without Mortgagor's prior written consent, grants any other mortgage, lien or encumbrance upon the Premises or sells, transfers, assigns, or conveys any interest in the mortgaged Premises, exclusive of and excepting any sale, transfer or conveyance (a) by and to any initial Mortgagor, or (b) by testamentary device, inheritance or by operation of law upon the death of a joint tenant or a tenant by the entirety. Mortgagor's option to accelerate in any such cases may be exercised by the written notice thereof to any one or more of the Mortgagors or to any one or more of the parties to whom such mortgage, lien or

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- encumbrance was granted or such interest was sold, transferred, assigned or encumbered at any time without notice and days after Mortgagor has received actual notice of the mortgage, lien or encumbrance or the sale, transfer, assignment or conveyance and no later than the Mortgagor shall apply in full or in part of such optional right to accelerate by the Mortgagor upon any subsequent mortgage, lien or encumbrance or the sale or sales, assignment or assignments, transfers or transfers or conveyances.
18. In the event of a payment to Mortgagor pursuant to the provisions herein, of any rents or profits, or any proceeds of insurance or of proceeds of any condemnation or eminent domain award, or proceeds from any sale of the Premises or foreclosure, Mortgagor shall have the right to apply such rents or profits or proceeds in such amounts and in proportions as Mortgagor shall in its sole discretion determine to the full or partial satisfaction of any or all of the indebtedness and obligations of Mortgagor's security hereby, including any contingent or secondary obligations, whether or not the same shall then be due and payable by the primary obligor.
19. Mortgagor warrants that it owns all Equipment used in the maintenance and operation of any building on the Premises free and clear of any and all fees, security interest or both except for the security interest and her granted by this Mortgage. Mortgagor further warrants that, as to all equipment brought on the Premises to be used in the apparel and maintenance of any building on the Premises, if you own all such Equipment at the time such Equipment is brought on the Premises and thereafter free and clear of any and all fees or security interests, or both, except for the fees and security interest granted by this Mortgage. Mortgagor further warrants that it has the right to convey a security interest in such property to the Mortgagor.
20. Mortgagor agrees as follows: (a) that upon default hereunder and acceleration of the Indebtedness pursuant to the provisions herein, the Mortgagor may, at its discretion require the Mortgagor to assemble the movable Equipment, or any part thereof, and make it available to the Mortgagor at a place reasonably convenient to both parties to be designated by the Mortgagor; (b) that the Mortgagor shall give the Mortgagor notice, by registered mail, postage prepaid, of the time and place of any public sale of any of the Equipment or of the time after which any private sale or other intended disposition thereof is to be made by sending notice to the Mortgagor at least ten (10) days before the time of the sale or other disposition, which provisions for notice the Mortgagor and Mortgagor agree are reasonable; provided, however, that nothing herein shall preclude the Mortgagor from proceeding as to both real and personal property in accordance with Mortgagor's rights and remedies in respect of real property as provided in Article 9 of the Illinois Uniform Commercial Code (the "Code"), and particularly in Ill. Rev. Stat. C. 26, § 10-303; (c) that in the event of default under this mortgage, the Mortgagor shall have the rights and remedies provided in Article 9 of the Illinois Uniform Commercial Code and, in addition, those provided in this mortgage; (d) that any proceeds of any disposition of any of the Equipment may be applied by the Mortgagor to the payment of expenses incurred in connection with disposition of any of the Equipment including reasonable attorney's fees and legal expenses, and any balance of such proceeds may be applied by the Mortgagor towards the payment of the obligation secured by this mortgage.
21. Mortgagor shall execute, acknowledge and deliver, from time to time, such further instruments, as may be requested by Mortgagor to confirm and protect the law of this Mortgage or the Mortgagor and Mortgagor, under the provisions of the Code, in otherwise, and this Mortgage shall be considered to be and shall be construed as a security agreement in which Mortgagor grants Mortgagor a security interest in the fixtures and Equipment as previously described herein.
22. Mortgagor will not create or permit to exist any fee, encumbrance or security interest in the Premises in, or in favor of, any one other than the Mortgagor.
23. (a) All covenants, warranties and representations from the Mortgagor to the Mortgagor in any Environmental Certificate are extended by the Mortgagor and relating to the Premises are incorporated herein by reference in their entirety. The breach of any covenant, warranty or representation contained in such Environmental Certificate shall be an occurrence of default under the terms of this Mortgage.
- (b) Mortgagor covenants that the Premises is not contaminated by Hazardous Materials (as defined herein) and further covenants, so long as the Indebtedness remains outstanding:
- (i) that it shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the Mortgagor, any tenant, subtenant or occupant, the discharge, dispersal, release or dispersal of Hazardous Materials onto the Premises, and (ii) that it shall not allow any conditions to exist that would subject it to damages, penalties, injunctive relief or clean-up costs under any applicable federal, state or local statutes, laws or regulations or at common law.
- (c) Mortgagor shall comply with and ensure compliance by lessees, subtenants and occupants with all applicable federal, state and local laws, ordinances, rules and regulations with respect to environmental matters, and shall keep the Premises free and clear of any home imposed pursuant to such laws, ordinances, rules and regulations.
- (d) In the event that Mortgagor receives any information, notice or advice from any source that an environmental impact or threatened or actual release affecting the environmental condition of the Premises is alleged, suspected or observed or with regard to Hazardous Materials, Mortgagor shall immediately notify the Mortgagor and in no event later than 24 hours after such receipt. The phrase "environmental condition" includes any adverse effect on the surface or ground water, drinking water supply, land surface or subsurface strata and the ambient air.
- (e) If Mortgagor breaches any covenant, warranty or representation contained herein or if Mortgagor permits any condition or substance on the Premises which impairs the environmental condition of the Premises, the Mortgagor, at his own expense, shall conduct all investigations, removal, remedial and all other actions necessary to evaluate and correct any condition or substance causing degradation of the environmental condition of the Premises in accordance with governmental or judicial direction and all applicable federal, state and local laws, ordinances, rules, regulations and policies and to the satisfaction of the Mortgagor. Mortgagor shall provide Mortgagor with copies and verification of all reports concerning such investigations and other actions as taken.
- (f) If an environmental assessment has been conducted at Mortgagor's request, such assessment shall not be deemed a waiver or relinquishment of Mortgagor's right to rely on the covenants, representations, warranties or agreements made herein and in the Loan Documents or to recover the protection and indemnity contained herein. If at any time during the term of the Indebtedness, the Mortgagor reasonably believes that any federal, state and local law, ordinance, rule or regulation, with respect to Hazardous Materials or the environmental condition of the Premises, has been or is being violated, the Mortgagor shall have the right to require Mortgagor, at Mortgagor's expense, to have an environmental assessment or assessments completed and to furnish evidence satisfactory to Mortgagor that no such violation has occurred. Until except of such existence, the Mortgagor shall not be required to make any advances or loans to the Mortgagor. Mortgagor's exercise of its rights under this subparagraph (f) shall in no way limit its other rights and remedies outlined herein and in the Loan Documents.
- (g) The Mortgagor shall provide the Mortgagor with reasonable access to the Premises, the Mortgagor's business records and Mortgagor's agents and employees for the purpose of confirming compliance with the provisions of this mortgage, conducting or causing to be conducted environmental assessment or assessments and protecting the Mortgagor's security interest. The Mortgagor shall be under no duty to exercise such access, the nonexercise of which shall in no way prejudice the rights of the Mortgagor under this mortgage or otherwise.
- (h) Mortgagor has a continuing duty to notify the Mortgagor of any change of conditions affecting the continuing accuracy and truthfulness of any covenant, representation, or warranty of the Mortgagor contained in this Mortgage or in any Environmental Certificate delivered by Mortgagor to Mortgagor.
- (i) The Mortgagor agrees to indemnify, defend and hold harmless the Mortgagor against any and all claims, losses, costs, damages, liabilities, and expenses (including an reasonable attorney's fees), asserted against or incurred by the Mortgagor and directly or indirectly arising out of or attributable to the Mortgagor's breach of any covenant, warranty or representation herein, Mortgagor's use of Hazardous Materials, violation of federal, state or local laws, ordinances, rules or regulations by the Mortgagor, or degradation of the environment in connection with the Premises, whether by the Mortgagor or by others, and whether occurring before or after the execution of this Mortgage.
- (j) All obligations and liabilities of the Mortgagor under this Mortgage, including, but not limited to, the indemnity contained herein, shall survive discharge of the Mortgage as a result of foreclosure or deed given in lieu therefor, or any other exercise by the Mortgagor of any remedies available to it for any default under this Mortgage and shall be in full force and effect at the time any claim or action is asserted by or against the Mortgagor.
- (k) For purposes of this Mortgage, "Hazardous Materials" shall include, without limitation, any chemical or other material which is or may become injurious to the public health, safety or welfare, or to the environment, flammable explosives, petroleum fractions, pesticides, radioactive materials, hazardous wastes, regulated substances, hazardous or toxic substances, asbestos-containing materials, polychlorinated biphenyls, contaminating pollutants or related or similar materials, including by way of example, substances or materials defined by any federal, state or local environmental law, ordinance, rule or regulation, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act as amended (7 U.S.C. 136 et seq.) or, as applicable, the Michigan Environmental Response Act, as amended (M.C.L. 209.601 et seq.), the Illinois Environmental Protection Act, as amended, (Ill. Rev. Stat. 1983 Ch. 111½, § 1001 et seq.), or the Indiana Hazardous Waste Act, as amended (IC 13-7-7 et seq.), and the regulations adopted and publications promulgated pursuant thereto.
24. All notices to Mortgagor and to Mortgagor shall be deemed to be duly given if and when mailed, with postage prepaid, to the respective addresses of Mortgagor and Mortgagor appearing on the first page hereof, or if and when delivered personally.
25. That if the Mortgagor consists of more than one person, such Mortgagor shall be jointly and severally liable under any and all obligations, covenants, and agreements of the Mortgagor contained herein. If the Mortgagor is a land trust, then the term Mortgagor as used herein shall include the beneficiaries of such land trust.
26. The terms, conditions and covenants contained herein shall bind, and the benefits and advantages thereof inure to, the respective heirs, executors, administrators, assigns, personal representatives, and successors of the parties hereto.
27. (a) Mortgagor may at any time release all or any part of the Premises from the lien of this Mortgage or release the personal liability without giving notice to, or obtaining the consent of, the holder of any mortgage or lien upon, the other interest in, the Premises. Any such release shall not impair or affect the validity or priority of this Mortgage, regardless of the effect of such release upon any such mortgage, lien or other interest or the holder thereof. Nothing in this subparagraph constitutes consent by Mortgagor to the placing of a mortgage, lien or other encumbrance on the Premises.
- (b) Mortgagor (i) waives notice of any advances or other extensions of credit included in the Indebtedness, (ii) waives any right to require Mortgagor to sue upon or otherwise enforce payment of the Indebtedness or to enforce any security therefor before exercising its rights and remedies under this mortgage, and (iii) agrees that the validity and enforceability of this mortgage shall not be impaired or affected by any failure of Mortgagor to obtain or perfect, or secure priority of, any other security at any time given, or agreed to be given, by any person of the Indebtedness.
- (c) Mortgagor is authorized from time to time and without notice to or consent by Mortgagor, and with or without consideration, to give and make such extensions, renewals, modifications, waivers, settlements, and compromises, on such terms and conditions as Mortgagor may see fit, with regard to any of the Indebtedness as to which Mortgagor is not the obligor or with regard to any security for the Indebtedness that is not owned by Mortgagor. Any such action shall not impair or affect the validity or enforceability of this mortgage.

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28. Mortgagor at the request of the Mortgagee shall cause the documents to be delivered or re-appraised to him/her or his/her agent. The Mortgagor shall pay all costs and fees of such appraisals or re-appraisals.
29. If the Mortgagor shall incur or expend any costs, including reasonable attorney's fees, whether in connection with any action or proceeding, or not, to enforce the terms of this Mortgage or its priority, or to protect or enforce any of its rights hereunder, or to recover any indebtedness hereby caused, or for any fine expression of the policy relating to title to the Premises, or for any appraisal or re-appraisal of the Premises, at such sums shall be liable and demand be paid by the Mortgagor together with interest thereon at the default rate described in the Note and shall be a sum of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note.
30. The rights of the Mortgagor arising under the covenants and covenants contained in this mortgage shall be separate, distinct and cumulative and some of them shall be in addition to the others, that no act of the Mortgagor shall be construed as an election to proceed under any law, provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.
31. This mortgage can not be changed except by agreement in writing signed by the party against whom enforcement of the change is sought.
32. If any provision of this mortgage shall be prohibited or unenforceable by any application of law, the provision shall be ineffective only to the extent and for the duration of such prohibition or unenforceability, and the enforceability or prohibition thereof shall not invalidate any of the remaining provisions hereof.
33. Nothing contained in this Mortgage or any exhibit attached hereto or any agreement given pursuant thereto, shall be deemed or construed as creating any relationship other than that of Mortgagor and Mortgagee. There is no partnership or joint venture between the Mortgagor and Mortgagee, or between Mortgagee and any other person and the Mortgagor is not responsible in any way for the debt or obligations of the Mortgagor or any other person. Nothing in the Agreement or its attachment makes the Mortgagor a fiduciary for the Mortgagor or any other person, or an owner or operator of the Premises.
34. Any appraisals of the Mortgagor's property or evaluation of the potential profitability of the enterprise to be engaged in by the Mortgagor in connection with the extension of credit from the Mortgagee to the Mortgagor, are for the sole benefit of the Mortgagor and do not constitute a representation of the likelihood of profitability of such enterprises by the Mortgagor to the Mortgagor.
35. This mortgage shall be governed by Illinois law.
36. The pronouns and relative which herein used shall be read as if written in the singular, plural, feminine or masculine, so as to appropriately refer to the party or parties designated.
37. Additional Provisions. (If this section is left blank, there are no additional provisions.)

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage
the day and year last above written

STATE OF ILLINOIS

)

1885

COUNTY OF

)

MORTGAGOR: Comptopolitan Bank and Trust, not personally
but as Trustee under Trust Agreement dated 4-11-40
and known as Trust No. 2639. For signatures and
exculpatory provisions, see rider hereto
attached which is expressly incorporated
herein and made a part hereof.

On this _____ day of _____ in the year 1885 before me personally appeared

Individual	To me known to be the person(s) described in and who executed the foregoing instrument and (severally) acknowledged to me that he/she/they executed the same
Partnership	To me known to be a partner in the partnership described in and he/she/they which executed the foregoing instrument and acknowledged to me that such partnership executed the same
Corporation	To me known to be an officer in the corporation described in and he/she/they which executed the foregoing instrument and acknowledged to me that such corporation executed the same

Notary Public

County - Illinois

My Commission Expires ...

THIS DOCUMENT DRAFTED BY

Roland D. Yarmile (PMS)
c/o First of America Bank - Northview, Illinois, N.A.
325 N. Milwaukee Avenue
Libertyville, Illinois 60048
Attention: Loan Operations

WHEN RECORDED RETURN TO

First of America Bank - Northview, Illinois, N.A.

same as above

BOX
343

Peter Schmuggeled

5157125

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EXHIBIT A

TO

REAL ESTATE MORTGAGE DESCRIPTION OF REAL ESTATE

TAX IDENTIFICATION NUMBERS: 15-10-222-006-0000
15-10-222-007-0000

PARCEL 3:

THAT PORTION OF LAND COMMONLY KNOWN AS "RAILROAD STRIP" A SUBDIVISION IN SECTION 3 AND 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD WITH THE CENTER LINE OF 16TH AVENUE (PROJECTED) THENCE RUNNING EASTERLY ALONG SAID NORTHLINE TO THE EAST LINE OF 16TH AVENUE (PROJECTED), THENCE RUNNING NORtherly ON SAID LINE 130 FEET, THENCE RUNNING WESTERLY AND PARALLEL WITH SAID RIGHT OF WAY TO SAID CENTER LINE OF 16TH AVENUE THENCE SOUTHERLY ON SAID LAST MENTIONED LINE (PROJECTED) 130 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 10 N. 16TH AVENUE, MELROSE PARK, ILLINOIS 60160

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This mortgage is executed by COSMOPOLITAN BANK AND TRUST, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (and said COSMOPOLITAN BANK AND TRUST hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said COSMOPOLITAN BANK AND TRUST, either individually or as Trustee aforesaid, personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained all such liability if any, being expressly waived by the Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as COSMOPOLITAN BANK AND TRUST, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

Signatures of the Trustee expressly exclude covenant of mortgagor pursuant to paragraph 23 (Item K) of this Mortgage as well as any and all other provisions which may be contained herein with respect to the condition of the premises. Trustee does not covenant or warranty that the premises are free from any hazardous substances, or that the premises are in compliance with the terms of any environmental act, including but not limited to the Comprehensive Environmental Response, Liability and Compensation Act, the Resource Conservation and Recovery Act and/or the Environmental Protection Act.

IN WITNESS WHEREOF, COSMOPOLITAN BANK AND TRUST not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice President & Trust Officer _____ and its corporate seal to be hereunto affixed and attested by its Land Trust Administrator _____ this 2nd day of February, 19 95.

COSMOPOLITAN BANK AND TRUST,
AS TRUSTEE AS AFORESAID & NOT PERSONALLY

ATTEST:

BY: Teri M. Doran
Land Trust Administrator

BY: Dawn M. Sheen
Vice President & Trust Officer

STATE OF ILLINOIS) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Dawn M. Sheen and Teri M. Doran of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President & Trust Officer and Land Trust Administrator respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Vice President & Trust Officer then and there acknowledged that said Land Trust Administrator's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of February, 19 95.

Ruin & Cope
Notary Public

OFFICIAL SEAL
BRIAN E. OCZKO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/26/00

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EXHIBIT W
TO Q E 15717

REAL ESTATE MORTGAGE

INSCRIPTION OF ROME, ILLINOIS

TAX IDENTIFICATION NUMBERS: 15-10-222-006-0000
15-10-222-007-0000

PARCEL 1:

ALL THAT PIECE OR PARCEL OF LAND SITUATED IN MELROSE, A SUBDIVISION IN SECTIONS 3 AND SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF RIGHT OF WAY OF GALENA DIVISION OF CHICAGO AND NORTHWESTERN RAILROAD WHICH FALLS AT INTERSECTION OF THE WEST LINE OF 15TH AVENUE IN SAID MELROSE EXTENDED AND SAID RAILROAD RIGHT OF WAY; RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY TO A POINT EQUI-DISTANT BETWEEN SAID WEST LINE OF 15TH AVENUE EXTENDED AND THE EAST LINE OF 16TH AVENUE EXTENDED IN MELROSE AFORESAID; THENCE NORTH PARALLEL WITH THE WEST LINE OF 15TH AVENUE AFORESAID, EXTENDED TO THE SOUTH LINE OF FIRST STREET IN SAID MELROSE; THENCE EASTERLY ALONG THE SOUTH LINE OF FIRST STREET AFORESAID, TO A POINT INTERSECTING THE WEST LINE OF 15TH AVENUE AFORESAID EXTENDED; THENCE ALONG THE WEST LINE OF SAID 15TH AVENUE EXTENDED, TO A PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PORTION OF LAND COMMONLY KNOWN AS THE "RAILROAD STRIP" IN MELROSE, A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN BEGINNING AT A POINT ON THE EAST LINE OF 16TH AVENUE (PROJECTED) 30 FEET NORTH OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD AND THENCE RUNNING EASTERLY AND PARALLEL WITH SAID RIGHT OF WAY 132 FEET, THENCE RUNNING NORTHERLY ON A LINE PARALLEL TO THE EAST LINE OF 16TH AVENUE, 100 FEET, THENCE RUNNING WESTERLY AND PARALLEL WITH SAID RIGHT OF WAY TO SAID EAST LINE OF 16TH AVENUE, THENCE SOUTHERLY ON SAID LAST MENTIONED LINE (PROJECTED) 100 FEET TO THE POINT OF BEGINNING, ALSO THAT PIECE OF LAND DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD WITH THE EAST LINE OF 16TH AVENUE, THENCE RUNNING EASTERLY ALONG SAID NORTH LINE 132 FEET, THENCE RUNNING NORTHERLY ON A LINE PARALLEL TO THE EAST LINE OF 16TH AVENUE, 30 FEET, THENCE RUNNING WESTERLY AND PARALLEL WITH SAID RIGHT OF WAY TO SAID EAST LINE OF 16TH AVENUE, THENCE SOUTHERLY ON SAID LAST MENTIONED LINE (PROJECTED) 30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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