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CONSTRUCTION LOAN MORTGAGE ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

CITIBANK

THIS MORTGAGE is made this 27th day of March 1972 by and between Neighborhood Housing Services Redevelopment Corporation, a corporation (fifth Partnership), ("Mortgagor") and Citibank, Federal Savings Bank - A Federal Savings and Loan Association, in its successor and assigns ("Mortgagee").

WITNESSETH

THAT, WHEREAS, Mortgagor has concurrently herewith executed and delivered a construction loan note bearing even date herewith ("Note") in the principal sum of **FORTY FIVE THOUSAND THREE HUNDRED THIRTY AND NO/100 DOLLARS (\$45,330.00)**, made payable to the order of the Mortgagee in and by which the Mortgagor promises to pay (1) any additional advances and escrows, with interest thereon as provided in the Note, made by the Mortgagee to protect the security hereunder, at any time before the release and cancellation of this Mortgage, and (2) the principal sum and interest thereon at the rate and at the times and amounts as provided in the Note, to be applied first to advances and escrows, then to interest, and the balance to principal until the indebtedness is paid in full. All of the principal and interest are made payable at such place as the holders of the Note may, from time to time, in writing designate, and in the absence of such designation, then at the office of CITIBANK, FEDERAL SAVINGS BANK, in Chicago, Illinois.

NOW, THEREFORE, the Mortgagor to secure the payment of all sums payable under the Note and all sums payable in accordance with the terms, provisions and limitations of this Mortgage, to the performance of the covenants and agreements herein contained by the Mortgagor to be performed, and to the performance of the covenants and agreements of Mortgagor or its beneficiaries contained in a Construction Loan Agreement (Construction Loan Agreement) among Mortgagee, Mortgagor and certain other parties thereto, dated of even date herewith, or contained in any other agreement or covenants executed by the Mortgagor or its beneficiaries relating to the loan secured hereby, and also in consideration of the sum of One Dollar (\$1.00) on hand paid the receipt whereof is hereby acknowledged, does by these presents, **MORTGAGE, GRANT, REMISE, RELEASE, ALIEN and CONVEY** unto the Mortgagee, its successors and assigns, the following described real estate and **all of its estate, right, title and interest** therein, situate, lying and being in

The City of Chicago

County of

and State of Illinois, to wit:

(SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF)

more commonly known as 10326 S. Wallace, Chicago, IL 60628, being the property in the County of Cook, Illinois, and having the real estate index number(s) 25-16-193-629, and volume 159, page 424, block 2329 lot 12, which, with the property hereinafter described, is referred to herein as the "Premises".

TOGETHER with all buildings, improvements, tenements, fixtures, fixtures, and appurtenances thereto belonging, and all rents, issues and profits therefrom so long and during all such time as Mortgagor may be entitled thereto which are Pledged primarily and on a parity with said real estate and not accidentally and off-hands, awnings, Venetian blinds, screen doors, storm doors and windows, stoves and ranges, curtain, fixture, partitions, attached floor covering, now or hereafter therein or thereon and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration, whether central or centrally controlled, and ventilation including, without limitation, all washing machines, clothes dryer, waste disposal units, attached fans, ducts, automatic dishwashers, and radio and television aerials, it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not except where otherwise hereinabove specified and all rights hereby conveyed and mortgaged are intended to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this Mortgage be deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto the said Mortgagee, its successors and assigns, forever, for the purpose and uses hereinbefore, free from all rights and benefits, under any statute of limitation and under the Homestead Exemption Law, of

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The State of Illinois, which said Note is made in the Month of October, in the year of One thousand nine hundred and twenty.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Disbursement of Loan Proceeds for Construction of Improvements.

The proceeds of the loan hereby are to be used in whole or in part as needed to finance the construction of improvement(s) at the Premises, and further covenant, and agree that:

- (a) The improvement(s) to be erected, altered or remodeled on the Premises shall be completed in accordance with the plans and specifications deposited with Mortgagor;
- (b) There shall be no stoppage or injunction for a period longer than ten (10) days, except for matters beyond the reasonable control of Mortgagor;
- (c) In any event, said construction shall be completed not later than the date set forth in the Construction Loan Agreement;
- (d) Upon default in any of the covenants made above, the holder may, but need not exercise either or both of the following remedies:
 - (i) Declare the entire principal indebtedness of the Note to be due and payable, and
 - (ii) Complete the construction, alteration or remodeling of the improvement(s) and enter into the necessary contract therefor. All money so expended shall be additional indebtedness created by the Mortgagor, and any money so expended in excess of the Note shall be payable on demand with interest at the Default Rate as set forth in the Note;
- (e) The construction of said improvements is and will be conducted in full accordance with all pertinent regulations, and restrictions, and with all zoning and building law, and ordinance, of the municipality in which the Premises are located and with all building restrictions of record, and Mortgagor will furnish any necessary evidence to Mortgagor of such compliance; and
- (f) The proceeds of the loan secured hereby are to be disbursed by Mortgagee to Mortgagor in accordance with the provisions contained in one or more of (i) the application for loan, (ii) the commitment for loan, and (iii) the Construction Loan Agreement. Said application, commitment and Construction Loan Agreement are hereinafter collectively referred to as "Loan Agreement". All advances and indebtedness, existing and accrued, under the Loan Agreement from time to time, whether or not the total amount thereof may exceed the face amount of the Note, shall be paid hereby to the same extent as though said Loan Agreement were fully incorporated in the Mortgage, and the occurrence of any event of default under said Loan Agreement shall constitute a default under the Mortgage entitling Mortgagee to all the rights and remedies conferred upon the Mortgage by the terms of the Mortgage, including those set forth in subparagraph (b) of the paragraph last by law or in the case of any other default.

2. Payment of Principal and Interest.

Mortgagor shall promptly pay whenever the principal, interest, costs, or expenses evidenced by the Note, and payment and late charges provided in the Note and all other amounts due under the Construction Loan Agreement, are due and owing by the Mortgagor.

3. Maintenance, Repair and Restoration of Improvement - Payment of Prior Liens, Etc.

Mortgagor shall promptly repair, restore or replace any damage to the Premises, or any portion thereof, to the extent of the Premises, which may become damaged or destroyed, to keep the Premises in good condition and repair without waste and free from mislays, heirs or other heirs or claim for heirs, and especially understand that it is the duty of the Mortgagor to bear any indebtedness which may be secured by a lien or charge on the Premises, superior to his interest, arising in respect of habitability, satisfactory evidence of the discharge of such prior lien to Mortgagor, (to complete satisfaction of the title or building authority, not on demand or process of execution upon the Premises), to comply with all requirements of the insurance companies hereinabove referred to with respect to the Premises, and the use thereof, if not fully so provided for in the original lease of the occupant of the Premises without Mortgagee's written consent against initiation of legal proceedings to collect or collect a debt of Mortgagor, written consent, the not suffer or permit any unlawful use of or any misappropriation of the Premises, and defend and protect the value of the Premises or the security intended to be effected by virtue of the same, and to do all other acts as may appear fit and desired.

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in proceeding which in the opinion of the Noteholder is likely to render void or defeat the Note and principal, its expense and attorney's fees incurred or paid by the Mortgagor in any proceeding in the local city or county jurisdiction in any capacity by reason of the Mortgage, do not suffer or permit without Mortgagor's written consent, any alteration, addition, to demolition or removal of any of the improvement - apparently fixture or equipment, or any other fixture or equipment, Premise - mortgage or agreement or transfer of any right, title or interest in and to any of the improvement - property, fixture or equipment which may be found in or upon the Premises, nor any change in the nature or character of the operation of the Premises, so to well increase the intensity of the use thereof, or any change or alteration of the exterior and interior of the building, or of any improvement on the Premises including, without limitation, any change or alteration of any wall, room, or hall.

4. Sale or Transfer of Premises or Interest Therein

Mortgagor agrees and understands that it shall constitute an event of default under this Mortgage and the Note entitling the remedies in the Mortgage and Note to be exercised if: (a) the Mortgagor, or any beneficiary of the Mortgagor, shall convey title to, or beneficial interest in, or otherwise suffer or permit any equitable or beneficial interest in the Premises to become vested in any person or persons, firm or corporation or other entity other than the Mortgagor or the present beneficiary or beneficiaries; (b) any lien or security interest attaches to the Premises or the beneficial interest in the Premises, other than the lien of this Mortgage, excluding taxes and assessments not yet due and payable; (c) any articles of agreement for deed or other installment contract for deed, title or beneficial interest in land contract in the Premises are entered into, or (d) any partner, his interest in **Mortgagor**; (e) Mortgagor is a partnership, in any partnership owning all or a portion of the beneficial interest in Mortgagor is conveyed, transferred, or hypothecated, in whole or in part, or (f) any stock in Mortgagor (if Mortgagor is a corporation), or in any corporation owning all or a portion of the beneficial interest in Mortgagor is conveyed, transferred, or hypothecated, in whole or in part.

b. Hazard Insurance.

Mortgagor shall keep all buildings and improvements, now existing or hereafter erected on the Premises, insured by carriers at all times satisfactory to **Mortgagor**, against loss by fire, hazard, included within the term "Extended coverage", rent loss and such other hazards, casualties, liabilities and contingencies as **Mortgagor** shall require and in such amounts and for such periods as **Mortgagor** shall require and as more fully detailed in the Loss Agreement. All premiums on insurance policies shall be paid at **Mortgagor**'s option, in the manner provided under paragraph b hereto, or by **Mortgagor** making payment, when due, directly to the carrier, or in such other manner as **Mortgagor** may designate in writing.

All insurance policies and renewals thereof, shall be in a form acceptable to **Mortgagor** and shall include a standard mortgage clause in favor of and in form acceptable to **Mortgagor**. **Mortgagor** shall have the right to hold the policies and **Mortgagor** shall promptly furnish to **Mortgagor** all renewal notices and all receipts of paid premiums. At least thirty (30) days prior to the expiration date of a policy, **Mortgagor** shall deliver to **Mortgagor** a renewal policy, informed satisfactory to **Mortgagor**.

In the event of fire, **Mortgagor** shall give immediate written notice to the insurance carrier and to **Mortgagor**. **Mortgagor** hereby authorizes and empowers **Mortgagor** as attorney in fact for **Mortgagor** to make presentation, adjustment and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom **Mortgagor**'s expense incurred in the collection of such proceeds, provided however that nothing contained in this paragraph shall require **Mortgagor** to incur any expense or take any action to render **Mortgagor** further authority. **Mortgagor**, at **Mortgagor**'s option, to hold the insurance funds proceeds to be used to reimburse **Mortgagor** for the cost of reconstruction or repair of the Premises or to apply the balance of such proceeds to the payment of the sums secured by the Mortgage, whether or not then due.

If the insurance proceeds are held by **Mortgagor** to reimburse **Mortgagor** for the cost of re-building and repair of the Premises, the Premises shall be restored to the equivalent of its original condition or such other condition as **Mortgagor** may approve in writing. **Mortgagor** may, at its option, condition disbursement of said proceeds on **Mortgagor**'s approval of such plans and specifications of an architect satisfactory to **Mortgagor**, contractor, construction estimates, architect's certificate, waivers of bonds, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of them, as **Mortgagor** may reasonably require. If the insurance proceeds are applied to the payment of the sum secured by this Mortgage, on such application of proceed to principal, shall not extend or postpone the due dates of the monthly installments referred to in the Note or change the amounts of such installments. If the Premises is sold or **Mortgagor** acquires title to the Premises, **Mortgagor** shall have all of the right, title and interest of **Mortgagor** in and to any insurance policies and unexpired premiums thereon and in and to the proceeds resulting from any damage to the Premises prior to such sale or acquisition.

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b. Funds for Taxes, Insurance and Other Expenses

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**Subject to applicable law or to a written waiver by Mortgagor, Mortgagor shall pay all amounts of participation interest due and owing under the "Code" and any other code, designated in writing by Mortgagor until the Note is paid in full, a sum herein "Funds" equal to one-twelfth of the monthly base premium which may be levied on the Premises, the yearly ground rent, plus any other yearly premium of payment for fire and other hazard insurance, rent, insurance and such other insurance covering the Premises as the Lender may require plus any other applicable charges, and (b) the yearly premium in arrears, for mortgage insurance if such insurance is then in effect, from time to time by Mortgagor on the basis of a month and full, and reasonable interest thereon at the rate of interest Mortgagor is responsible for paying such Funds may be revoked by Mortgagor in writing at any time upon notice in writing if Mortgagor
Mortgagor may require Mortgagor to pay Mortgagor's said monthly base premium, plus any other base charge, premium, or impositions and impositions in connection with Mortgagor's or the Lender's title to the Premises, or both reasonably determined, or any to prevent Mortgagor's failure to there to **Other Impositions". Funds so required to be paid by Mortgagor may require funds to be paid by Mortgagor to pay any of the above and monthly deposit after the cause due date has been established under this Mortgage, in which event all remedies under this Mortgage may be immediately exercised by the Lender.****

The Fund shall be held by Mortgagee and Mortgagor shall appoint Fund Operator and trust officer as agent in managing premiums and Other Impairments according to Mortgagee's instructions in accordance with agreement in the Mortgage or any of the other Loan Documents. Mortgagee shall make no claim for collection or supplying the funds for analyzing and account of verifying and compiling sufficient amount and full rank of the premium and interest or profit on the Fund. Mortgagee shall not be required to pay Mortgagee any interest or profit on the Fund. Mortgagee shall give to Mortgagee without charge an annual accounting of the Fund in Mortgagee's name. Deemed became debit and debit to the Fund and the purpose for which such debit to the Fund was made. The Fund does not pledge any additional security for the sum created by this Mortgage.

If the amount of the Fund, held by Mortgagor, at the time of the assessment exceeds the due date and the amount deemed necessary by Mortgagor to provide for the payment of taxes, assessments, insurance premiums, rent and Other Impostions, as they fall due, such excess shall be at Mortgagor's option either promptly paid and/or credited to Mortgagor on the next monthly installment or installments of Fund, due. If at any time the amount of the Fund, held by Mortgagor, shall be less than the amount deemed necessary by Mortgagor to pay taxes, assessments, insurance premiums, rent and Other Impostions, as they fall due, Mortgagor shall pay to Mortgagor any amount necessary as reasonably determined by Mortgagor to make up the deficiency within ten (10) days after notice from Mortgagor to Mortgagor requiring payment thereof.

7. Prepayment Privilege

At such time as the Mortgagor is not in default either under the terms of the Note or the terms of this Mortgage, the Mortgagor shall have such privilege of making preparation for the payment of the note, in addition to the required payment, as may be provided in the Note, and in accordance with the terms of this instrument, or by the holder of the note.

8. Effect of Extensions of Time.

If the payment of said indebtedness, in any part thereof, is made or tendered for any part of the security hereinafter, all persons now or at any time hereafter liable therefor, or interested in the Property, shall be held accountable to such extension, variation or release, and their liability and the lien and all prior and future liens against the Property in full force, the right of recourse herein shall continue in full force, the right of recourse against all such persons, being expressly reserved by the Mortgagor, notwithstanding such extension, variation or release.

9. Mortgagor's Performance of Defaulted Acts.

In case of default herein, Mortgagor may, but need not, call for payment or prepayment of the amount required of Mortgagor in any form and manner deemed expedient by Mortgagor, and may, if he so desires, make partial payments of principal or

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interest or price or reimbursement, if any, or any other amount or value received by Mortgagor from the sale of the property or any other prior holder or title or claim thereto, or a deduction from any balance or bank draft left to him by the trustee, according to his agreement. All money so paid for any of the purposes herein mentioned and all expenses necessarily incurred in connection therewith, including attorney's fees, and any and all other money so disbursed by Mortgagor to protect the Property or to enable him to defend his additional indebtedness created hereby, and shall become immediately due and payable without notice or demand thereon at the rate of interest then applicable to the indebtedness assumed by the Mortgagee. In case of default in payment of any sum so disbursed as aforesaid, or in case of non-delivery of any right or remedy in account of any default on the part of Mortgagor,

10 Acceleration of Indebtedness

If the Mortgagor shall fail to pay, when due, or if he fails to pay the Mortgage or any of its beneficiaries, shall file a petition for involuntary proceeding, within ten (10) days after he has become bankrupt, or a trustee or a receiver shall be appointed to a part thereof in an involuntary proceeding, or any court shall have the major part of it stayed in any involuntary proceeding, the Mortgagor or his beneficiaries and such trustee or receiver, if he or she stayed an appeal or otherwise stayed within ten (10) days, shall benefit of Creditors' or debtors' immunities, the inability of the appointment of executors, trustees or liquidators of all or any part of the observance or performance of any of the covenants contained and the same shall continue to have effect, unless it shall, at once, at the option of the Mortgagor, become null by notice to Mortgagor, with all such unpaid amounts thereon.

II. Remedies Cumulative.

Each remedy provided in the *Magnuson-McGee Act* is enforceable by law or equity, and may be exercised concurrently.

12. Assignment of Rents and Leases

To further secure the indebtedness created hereby, it is agreed by Lender to Mortgage all the rents, issues, and profits now or hereafter arising from the occupancy of any of all or any part of the property, and assignment of rents constitutes an absolute assignment to Lender, which authorizes Mortgagee to collect the aforesaid rents and profits in favor of Lender, provided, however, prior to any final judgment, Lender shall collect and receive all such rents, issues, and profits due and shall apply all such rents, issues, and profits to the payment of the indebtedness.

The Mortgagor hereby covenants that he will not, and shall not, have not performed, and will not perform, any act which would give the Mortgagee blanket or curing the right to exercise or exercise more than one judgment in advance. Mortgagor further covenants to pay all or any part of the Premises and all indebtedness from time to time required.

13. Observance of Team Assignment

In the event the Mortgagor, as additional security for the above transfers and assignments to the Mortgagee, shall cause and cause the Mortgagor expressly covenants and agrees that if the lessee or Mortgagor, as lessor or tenant, shall fail to perform and fulfill in full the times and in the manner and form or lease provided in the lease under the provisions of any assignment of any lease or leases, the indebtedness is secured hereby and such default shall subject the

and shall fully co-operate fully with the terms of the Foreclosure
protection under the United States Bankruptcy Code or any
other applicable law or law to obtain avoidance of such
the Mortgagor and Beneficiary shall be adjudicated a
joint bankrupt or if all the property or the major
portion of the property of the Mortgagor or when
any other disposition liquidation or winding up of the
Mortgagor's property before reheight led or vacated or
if the joint Beneficiary shall make an assignment for the
benefit of the creditors or shall consent to the
foreclosure party the due and certain shall be made in the
same conditions as the Note Loan Agreement or letter
of credit as the original unpaid principal sum hereby
expressed by the joint Beneficiary of the same without
any deduction or discount as provided in the same.

or either of the two media under the Mortgage or in
any other manner whatever.

Opposition to Martyn's sand traps (and (b), Martyn's) of
mines - were made framework which would prevent
any further use of such equipment. While Proctor's
recommendations to Martyn were adopted, the
recommendations of the others were not.

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shall constitute a default hereunder under the agreement of the Mortgagor, all unpaid indebtedness incurred by the Mortgagor shall, notwithstanding anything in the agreement, become due and payable in the case of other default.

14. Lender's Possession.

Upon the occurrence of a default hereunder, the Lender may enter upon and take possession of the Premises and appropriate the same for operation and management of the

business or enterprise conducted by the Mortgagor. Mortgagor shall remain liable to the Lender in order to perform all actions necessary and appropriate for the operation and management of the

The Mortgagor shall not be obligated to perform any acts or services which would be inconsistent with *perpetuatum discharge*, any obligation, duty or liability under any lease, and the Lender shall not exceed his right to indemnify and hold the Mortgagor harmless of and from any and all liability, loss or damage sustained by reason of the assignment thereof. Should the Mortgagor fail to make a payment when due under any lease or under any of the agreements thereof, the amount thereof, including interest accrued thereon and attorney's fees, shall be owned hereby and the Mortgagor shall remain in the Mortgage thereafter until the same is paid.

any acts or services which would be inconsistent with *perpetuatum discharge*, any obligation, duty or liability under any lease, and leave or interfere by reason of the assignment thereof. Should the Mortgagor fail to make a payment when due under any lease or under any of the agreements thereof, the amount thereof, including interest accrued thereon and attorney's fees, shall be owned hereby and the Mortgagor shall remain in the Mortgage thereafter until the same is paid.

15. Application of Income Received by Mortgagor.

The Mortgagor, in the exercise of the right and power referred to in paragraph F2(b) hereof, shall have the power to use and apply the rents, income and profits of the Premises to the payment of, in accordance of the following in such order as the Mortgagor may determine:

subsequent to paragraph F2(b) hereof shall have the power to use and apply the rents, income and profits of the Premises to the payment of, in accordance of the following in such order as the Mortgagor may determine:

- a. to the payment of the operating expenses of said property, including cost of insurance and keeping thereof, established claims for damage, injury, and premiums of insurance, less amounts deducted;
- b. to the payment of taxes and special assessments, the amount of which may be affected and due on the Premises;
- c. to the payment of all repairs, decorating, renewals, replacement and maintenance of the Premises, and of placing and property in such condition as will make the payment of the Mortgagor, making it ready rentable, and
- d. to the payment of any indebtedness assumed hereby, or any taxes which may result from any foreclosure sale.

16. Appointment of Receiver.

Upon, or at any time after the filing of a complaint for a deficiency judgment, the Lender may appoint a receiver of the Premises and the Mortgagor shall be bound to him. Such receiver shall have power to collect the rents, income and profits of the Premises, and in case of a sale and a deficiency, during the full term of the lease, except when Mortgagor, except for the intervention of such receiver, has no other powers which may be necessary or are usual in such cases, to collect the rents of the Premises during the whole of such period.

incidently, to the court in which such complaint is filed. The holder of the mortgage may be appointed as a receiver of the Premises during the pendency of such foreclosure and of a period of six months thereafter during any further time required to collect such rents, incomes and profits, and all other powers necessary for control, management and operation of the Premises during the whole of such period.

17. Uniform Commercial Code Security Agreement.

This Mortgage is intended to be a security agreement, and is to be deemed as part of the Premises, which are applicable to all costs, expenses, and Mortgagor, hereby grants Mortgagor a security interest in the Mortgage or a repossessing hereunder, in the right to demand and receive any item specified above as part of the Premises, upon reproduction of a statement shall be sufficient as a financing statement. In addition, upon Mortgagor's request for financing statements, as well as ten days prior to the date of the filing of such financing statement, Mortgagor may require to perform one or more of the following: furnishing such financing statement, and payment of reasonable costs and expenses of any record search, for him to record the same in the office of Mortgagor. Mortgagor shall not release off of the Premises any county interest in said items, including repossession of the

same for a period of one year from the date of filing for any of the items specified as collateral and as pursuant to the Uniform Commercial Code. Mortgagor agrees that Mortgagor may file the financing statement or a continuation statement for any of the items specified as collateral, and any security agreement or financing statement may be recorded and delivered to Mortgagor upon payment of the filing fee and reasonable costs and expenses of the preparation of the financing statement. Mortgagor shall pay all recording fees and taxes, and shall pay attorney's fees and expenses of the preparation of the financing statement. Without the prior written consent of the Lender, Uniform Commercial Code, or other law, Mortgagor shall not release off of any item mentioned above.

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contained in the Mortgage, including the right to require the trustee to foreclose the mortgage held by the company. Mortgagor shall have the remedy of action as a named party under the Uniform Commercial Code and the right to give notice and revoke the remedies provided in the Mortgage or to substitute. In securing the debt and obligations of agreement, provided against the items of real property and any items of personal property, permitted to represent the same, separately, together and in any order, what so ever without in any way affecting the availability of Mortgagor's rights under the Uniform Commercial Code or the remedies provided in the Mortgage.

To Mortgagee - Right of Inspection

Morphology and the right aspect in French

There will be no individual be permitted by that

19 Late Charge

In the event of the Mortgagor failing to make the payment
for any particular month, the Mortgagor may, at the discretion
of the lending institution, pay the amount of the monthly
installment, plus interest, which would result in the payment
of all amounts due.

Some cities also impose a surcharge and make the fare in the city to cover the difference of the
bus entrance. This is another the Maastrichtse bus
and the *maxim* amount allowed by law.

20. Condemnation

any such claim for recovery of amounts due for damages or for contribution. Mortgagor may elect to apply such right either directly or to require Mortgagor to sue and recover in rem before Mortgagor, upon the event of the failure with plan and procedure to be established by Mortgagor, to collect a judgment to record it as provided in paragraph 6 of this instrument, or to collect it at the time of such application for recording which Mortgagor could so elect to repay.

24. Release upon Payment and Discharge of Mortgage

20

Mortgages shall release the Mortgagor from liability for taxes, insurance premiums, interest, and payment of principal until the day

Consequently, the following features of the system are considered:

III Giving of Notice

Any notice given by either party hereto may be given by registered or certified mail, or by facsimile or by certified or air mail postage prepaid, addressed to the other party at its address set forth above, or to the attention of the office of the manager in charge of the office at which it is to be placed within the United States or any party hereto may be served by leaving a copy of such service of notice hereunder. Any notice given shall be deemed given when:

and the company's liability for injury and the manner
in which the accident happened.

It is proposed to amend Chapter III, section 10, by adding the following words at the end of the section:

Notices of accident shall be given in accordance with the laws as are now in force in the United States and

23. Waiver of Defense.

Near Day 10: The enhancement of the *heme* of the porphyrin molecule is available to the particular pigment, and its state of oxidation is

*and one of the many deleted which would not be good
for people around*

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Mortgagor, I do not and will not apply for or accept any such exemption or any so-called "Moratorium Laws", however the same may be enacted or amended in order to prevent or hinder the enforcement of the terms of this Mortgage, but hereby waive the benefit of such laws. Also, I, or my children and all who may claim through or under me, do hereby and all right to have the property and its contents, if any, sold at auction by the Plaintiff, or his assigns, or by any person lawfully called upon any foreclosure of the hereinabove described and agreed that my court having jurisdiction to foreclose shall be a court under the Plaintiff, and sell an entirety. THE MORTGAGOR HEREBY WAIVES A CLOUD OF TITLE AND FORFEITS ALL INTEREST ORDER OR DECREE OF FORECLOSURE, PURCHASE FORGOTTEN ITEM OR OTHER CLOUD ON THE MORTGAGEE, THE TRUSTEE, IF ANY, AND ALL PERSONS, COMPANIES, OR OTHERS WHO EVER HAD AND EVERY PERSON ACTING AS ANY ATTORNEY IN OR TEE TO THE Plaintiff, OR CLAIMED HEIR IN CHARGE OF THE DATE OF THIS MORTGAGE, AND OR BEHALF OF ALL OTHER PERSONS, PROVIDED IT IS SEPARATELY THE PROVISIONS OF THE ILLINOIS STATUTES.

25. Mortgagor's Lien for Service Charges and Expenses

At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due or incurred by the Mortgagor in connection with the loan to be secured hereby, all in accordance with the application and loan commitment signed in connection with the transaction.

26. Construction Mortgage

This Mortgage secures an obligation *now or hereinafter to be created* to the Plaintiff, and therefore constitutes a "construction mortgage" within the meaning of section 10-10.3 of the Illinois Uniform Condominium Code.

27. Binding on Successors and Assigns

The lien of the Mortgage and all of the provisions contained in and made herein shall extend to and be binding upon all successors and assigns of the Mortgagor. The word "Mortgagor" used herein shall include the successor and assigns of the Mortgagor named herein, and the holder or holders hereof from time to time until the date of record.

28. Captions

The captions and headings of various paragraphs, sections, and other parts of this instrument are for convenience only and are not to be construed as defining or limiting in any way the respective intent of the parties.

IN WITNESS WHEREOF, Shory you have executed this instrument in the presence of a Notary Public, and in the County of Cook, State of Illinois, on the day and year first above written.

(Individual)

Deborah S. Elgin
Neighborhood Housing Services
Redevelopment Corporation

For the City of Chicago Corporation
by:
Paul T. Dugan
City Council Member

ATTEST:

Deborah S. Elgin
Secretary

95225902

UNOFFICIAL COPY

Property of Cook County Clerk's Office

(Partnership
LZBOP)

UNOFFICIAL COPY

Partnership

I,
I,
I,

I,
I,

I,
I,

General partner(s) on behalf of the above named Partnership

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, Public notary for the County and State aforesaid, do
hereby certify that _____ personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared to me on the day and year aforesaid and acknowledged that they/she signed
and delivered the said instrument as (his/her) own free and voluntary act for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal, the _____ day of _____, 19____

Notary Public

My Commission Expires:

95225902

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, Public notary for the County and State aforesaid, do
hereby certify that _____ personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared to me on the day and year aforesaid and acknowledged that they/she signed
and delivered the said instrument as (his/her) own free and voluntary act for the uses and purposes herein set forth.

GIVEN under my hand and notarial seal, the _____ day of _____, 19____

Notary Public

My Commission Expires:

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Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

I,

do hereby certify, that

is now and then subservient to the foregoing instrument upon which I, the undersigned, do hereby depose and acknowledge that I have been signed

and delivered the said instrument at the place where it was executed for the uses and purposes therein set forth.

GIVEN under my hand and Notarized as of this

day

of

Year _____

dy Commence day of

STATE OF ILLINOIS

COUNTY OF

I,

do hereby depose and acknowledge that I am a Notary Public of the State of Illinois and do swear and DO HEREBY CERTIFY

that

before the

Partner on behalf of

an Illinois partnership known to me to be the person who created the foregoing instrument, appeared before me and acknowledged that aforesaid Partner created the same to be other than free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarized as of this

day

of

Year _____

NOTARY PUBLIC

Notary Seal

STATE OF ILLINOIS

COUNTY OF COOK

I, CHRISTINE JOHNSON-TAYLOR, Notary Public, do hereby depose and acknowledge that I am a Notary Public of the State of Illinois and do swear and DO HEREBY CERTIFY that I have signed the foregoing instrument for the uses and purposes therein set forth.

and Corporation whose personally known to me to be the name and address of the principal officer of the

and _____, respectively,

respectively, appeared before me this day in person duly identified as the free and voluntary act of the said

and _____, respectively,

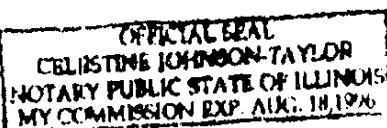
there and there acknowledged that the said instrument is to be used by the said Corporation to bind the said Corporation to the said instrument as hereinafter and similarly for the uses and purposes therein set forth.

GIVEN under my hand and Notarized as of this

day

of

Year _____



Notary Public

Christine Johnson-Taylor
Notary Public
State of Illinois
My Commission Exp. Aug. 18, 1996

dy Commence day of

95229602
2006

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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CONSTRUCTION LOAN MORTGAGE

TO THE EXCEPT THE CORNER OF LOT THREE AND LOT 19 EXCEPT THE NORTH 15 FEET THEREOF IN BLOCK 1 IN BOMB BELLING'S SECTION TO FERNWOOD, A SUBDIVISION OF THE EAST 1/2 OF LOT 4 AND THE EAST 1/2 OF THE CORNER THEREOF OF THE EAST 1/2 OF LOT 5, THE SCHOOL TRACTOR, SUBDIVISION OF CHICAGO, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PROJECT NO. 104-629-0000 VOLUME 1

Property of Cook County Clerk's Office
Plat of a Subdivision
of a tract of land in the
West Ward of Madison City,
Madison, Ill.
Platted Sept 1
1901
International Construction Company
Architects & Engineers

95228902

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Property of Cook County Clerk's Office