

# UNOFFICIAL COPY

MORTGAGE

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This Mortgage is made this 31st day of July, 1996, between the Mortgagor, (GLADSTONE-NORWOOD TRUST AND SAVINGS BANK, herein "Borrower") and the Mortgagee, LUDGIRAL PARTNERSHIP, (herein "Lender").

WHEREAS, Borrower owes Lender the principal sum of Three Hundred Fifty Five Thousand (\$355,000.00) Dollars, said obligation being evidenced by Borrower's note dated the same date as this Mortgage which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2001.

TO SECURE to the Lender the repayment of the indebtedness incurred pursuant to the Agreement, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower contained herein and in the Agreement, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

LOT 15 AND THE EAST 5 FEET OF LOT 16 IN AXEL CHYTRAU'S SUBDIVISION OF THE EAST HALF OF BLOCK 2 IN LAYLON SMITH AND DYERS SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 14-20-306-012-0000

which has the address of 901-903 W. Dakin Street, Chicago, Illinois 60613.

RECORDING  
L. J. K. V.  
COOK COUNTY RECORDER  
\$25.00  
TRAN 699 08/01/96 11:20:00  
24881 5 3-11 \* -26 2583326.5

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property, (or leasehold estate if this Mortgage is on a leasehold) and herein referred to as the "Property."

DEED TO TENACITY \$22,000

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due, without set-off, recoupment or deduction, the principal of and interest on the debt evidenced by the Note and any other charges due under the Note.
- 2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to interest, if any, then to fees, charges and advances payable pursuant to the Agreement, and then to the principal.
- 3. Charges; Liens.** Borrower shall promptly pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach a priority over this Mortgage, and leasehold payments or ground rents, if any, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall upon request of Lender, promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any Mortgage disclosed by the title insurance policy; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof. Notwithstanding the above, any tax dispute must be paid in full by Borrower, but Borrower may make such payment under protest in a manner provided by statute.

- 4. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards, included within the term "extended coverage," and such other hazards as Lender may reasonably require and in such amounts and for such periods as Lender may reasonably require; provided, that Lender shall not require that the amount of such coverage exceed the amount of coverage required to pay the sums secured by this Mortgage on the Property.

Upon request of Lender, Borrower shall, within a reasonable time, furnish to Lender all renewal notices and all receipts of premium payments. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to the Principal Balance shall not extend or postpone the due date of any payments due under the Agreement, or change the amount of such payment.

- 5. Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold.

- 6. Protection of Lender's Security.** If Borrower fails to perform the material covenants and agreements contained in this Mortgage, or if any

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action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower pursuant to paragraph 13, may make such appearance, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable within a reasonable amount of time after upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on the Principal Balance under the Agreement. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

**7 Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower adequate notice prior to any such inspection specifying reasonable cause related to Lender's interest in the Property.

**8 Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condenser offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 60 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Agreement or change the amount of such payment.

**9 Borrower Not Released.** Extension of the time for payment or modification of any other term of the Agreement or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify any term of the Agreement or this Mortgage by reason of the demand made by the original Borrower and Borrower's successors in interest.

**10 Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy under the Agreement or hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's rights to accelerate the maturity of the indebtedness secured by this Mortgage.

**11 Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

**12 Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**13 Notice.** Except for any notice required under applicable law to be given in a public manner (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein and (b) any notice to Lender shall be given by Certified Mail, Return Receipt Requested, designated below to Lender c/o Alan Witt at 455 North Cityfront Plaza Drive, Suite 2600, Chicago, IL 60611-5555, or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or to Lender on the earlier of: (1) the date hand delivery is actually made, or (2) the date notice is deposited in the United States mail system by Certified Mail, Return Receipt Requested.

**14 Governing Law; Severability.** This Mortgage shall be governed by the law of the State of Illinois. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect the provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Agreement are declared to be severable.

**15 Acceleration.** (A) Remedies: Upon an event of default or Borrower's breach of any covenant or agreement of Borrower in this Mortgage or the Note, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

(B) Events of Defaults: This agreement shall be in Default if (a) Borrower fails to make any payment when due (including any cure periods) hereunder; (b) Borrower fails to comply with the terms of the Note or the Mortgage and said default shall continue for a period of fifteen (15) days after written notice to Borrower; or (c) any action Borrower takes or fails to take adversely affects Lender's security or any of Lender's rights in such security; including but not limited to (i) Borrower fails to maintain property insurance on the Property; (ii) or if the title to the Property should be transferred through eminent domain, foreclosure or otherwise; (iii) if Borrower should commit waste or should abuse or fail to properly maintain the Property; (iv) if Borrower should fail to pay taxes on the Property or takes any other action or fail to take any action that results in the filing or existence of a lien senior to Lender's lien or security interest; (v) if Borrower permits any other lien holder to gain priority over the security interest of this Mortgage except for any prior mortgages that are outstanding when Lender records this Mortgage to secure this Note; or (vi) if Borrower fails to make any payment or perform all of Borrower's obligations under any instrument secured by a Mortgage which has priority over the lien created by this Mortgage. Upon Default, the Lender, at its option, provided said default shall continue for a period of fifteen (15) days after written notice to Borrower, may declare all amounts Borrower owes to the Lender under the Note or this Mortgage to be immediately due and payable. If it becomes necessary to commence legal proceedings to collect any amount due under the Note or to enforce this Mortgage, Borrower will be required to pay the Lender's attorneys' fees and court costs.



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16. *Release.* Upon payment of all sums secured by this Mortgage and termination of the Agreement, Lender shall release this Mortgage without charge to the Borrower.

IN WITNESS WHEREOF, Borrower has executed this Mortgage on the day and year first written above, pursuant to properly authority.

Associated Bank F/k/a  
GLADSTONE-NORWOOD TRUST AND SAVINGS BANK, not personally but as Trustee under  
Trust Agreement dated June 1, 1978 and known as Trust No. 145

By: [Signature]  
Title: Assistant Trust Officer

ATTEST:

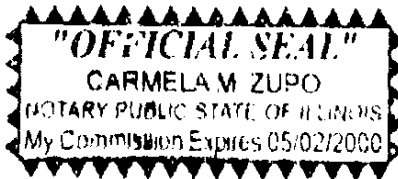
[Signature]  
Assistant Secretary Vice President

State of Illinois )  
                          )  
County of Cook    )

"The Trustee in executing this document SPECIFICALLY EXCLUDES all representation of any environmental condition of the premises whether under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise. The beneficiary of this Trust, has management and control of the premises and as such, has the authority on its/their own behalf to execute as environmental representative but not as agent for or on behalf of the Trustee."

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JoAnn Bohm personally known to me to be the ASST. TRUST OFFICER of GLADSTONE-NORWOOD TRUST AND SAVINGS BANK, as Trustee as aforesaid and Raymond L. Ellington personally known to me to be the ASST. V.P. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such ASST. TRUST OFFICER and ASST. V.P. Secretary of said corporation, they signed and delivered the said instrument pursuant to proper authority duly given by the Board of Directors of said corporation as Trustee as aforesaid, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 11th day of July, 1996.



Carmela M. Zupo  
Notary Public

My commission expires: \_\_\_\_\_

This instrument was prepared by:

James M. Sulzer  
Sulzer & Shopins, Ltd  
10 S. LaSalle Street, Suite 3505  
Chicago, IL 60603



This Document is signed by Associated Bank, Gladstone-Norwood not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 145. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of Associated Bank, Gladstone-Norwood is hereby expressly waived by the parties hereto and their respective successors and assigns.

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