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TRUST DEED

CTTC Trust Deed 7
Individual Mortgagor
One Instalment Note Interest Included in Payment
USE WITH CTTC NOTE 7
Form 807 R.1/95

DEPT-01 RECORDING \$27.00
T50012 TRAN 3370 12/13/96 11:44:00
18024 : CTTC * - 95 - 944421
COOK COUNTY RECORDER

97515 ^{12/13} OF

This trust deed consists of four pages (2 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

THIS INDENTURE, made December 3, 1996, between MICHAEL L. MIULLI

herein referred to as "Mortgagors" and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Notes, in the Total Principal Sum of (\$14,000.00)

FOURTEEN THOUSAND AND NO/00 - - - - - DOLLARS, evidence by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF ~~BECKER~~ JOHN ARGES and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from December 3, 1996

on the balance of principal remaining from time to time unpaid at the rate of ~~7~~ per cent per annum in installments (including principal and interest) as follows: \$277.23 Dollars or more on the 3 day of

January 1997 and \$277.23 - - - - - Dollars or more on the 3rd day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 3rd day of January 2002. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that each installment unless paid when due shall result in liquidated damages of:

1. \$ 25.00 PER LATE PAYMENT, or
2. ~~PERCENT OF THE TOTAL MONTHLY PAYMENT~~ or
3. ~~NO LIQUIDATED DAMAGES FOR LATE PAYMENT~~

and all of said principal and interest being made payable at such banking house or trust company in Oak Lawn, Illinois, as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of _____ in said city.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, 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, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

LOT 55 IN J. E. MERRION'S NOB HILL ADDITION TO COUNTRY CLUB HILLS RESUBDIVISION OF LOTS 22 TO 75 INCLUSIVE, LOTS 104 TO 132 INCLUSIVE, LOTS 157 TO 186 INCLUSIVE, AND LOTS 208 TO 223 INCLUSIVE, TOGETHER WITH VACATED STREETS IN J. E MERRION'S COUNTRY CLUB HILLS SIXTH ADDITION SUBDIVISION OF PART OF THE WEST 3/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

FIN: 98-26-105-055

BOX 333-CTI

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which with the property hereinafter described, is referred to herein as the "premises."

DEBTOR with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves, and water heaters.

All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

Witness the hand and seal of Mortgagors the day and year first above written.

WITNESS the hand and seal of Mortgagors the day and year first above written.

_____[SEAL]

Michael L. Miulli
_____[SEAL]
MICHAEL L. MIULLI

_____[SEAL]

_____[SEAL]

STATE OF ILLINOIS

SS

County of Cook

I, Jeanne Caswell
aforesaid, DO HEREBY CERTIFY THAT

_____, a Notary Public in and for the residing in said County, in the state

MICHAEL L. MIULLI

who personally known to me to be the same person (s) whose name (s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of December 19 . 96

Jeanne Caswell
Notary Public

Notarial Seal



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99466
66

THE COVENANTS, CONDITIONS AND PROVISIONS PREVIOUSLY REFERRED TO ARE:

1. Mortgagors shall (a) promptly repair, restore and rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note, (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the notes duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the notes, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the notes, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default therein, Trustee or the holders of the notes, or of any of them, may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other

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any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal notes, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine notes herein described any notes which bear an identification number purporting to be placed thereon by a prior trustee hereunder or which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the principal notes described herein, it may accept as the genuine principal notes herein described any notes which may be presented and which conform in substance with the description herein contained of the principal notes and which purport to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder of Registrar of Titles in which this instrument shall have been recorded or filed. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to the be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal notes or this Trust Deed.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed.

The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust Deed.

IMPORTANT!
FOR THE PROTECTION OF BOTH
THE BORROWER AND LENDER
THE INSTALMENT NOTE SECURED
BY THIS TRUST DEED SHOULD BE
IDENTIFIED BY CHICAGO TITLE
AND TRUST COMPANY, TRUSTEE,
BEFORE THE TRUST DEED IS FILED
FOR RECORD.

Identification No. 78417

CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

BY Charles W. Arges
Assistant Vice President, Assistant Secretary.

CTTC Trust Deed 7. Individual Mortgagor One Instalment Note Interest Included in Payment. Use with CTTC Note 7.
Form 807 R.1/95

[] Records Box 333

[] Mail to: JOHN ARGES
10025 Keeler
Oak Lawn, Illinois 60453

FOR RECORDER'S INDEX
PURPOSES INSERT STREET
ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

3706 West 168th Street

Country Club Hills, Illinois

56944421

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prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the notes, or of any of them, to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the highest post maturity rate set forth in the notes securing this trust deed, if any, otherwise the highest pre maturity rate set forth therein. Inaction of Trustee or holders of the notes shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of the Mortgagors.

5. The Trustee or the holders of the notes hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without injury into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the principal notes, or any of them, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal notes or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any of the principal notes, or (b) when default shall occur and continue for three days in the payment of any interest or in the performance of any other agreement of the Mortgagors herein contained.

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

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the principal notes with interest thereon as herein provided; third, all principal and interest remaining unpaid on the principal notes; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

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

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the notes hereby secured.

11. Trustee or the holders of the notes, or of any of them, shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the Premises, or to inquire into the validity of the signatures or the identity capacity, or authority of the signatories on the note or the trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any note or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of a certificate that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release of the premises upon request of

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2

1. Mortgagors shall (1) promptly repair, restore or rebuild any building or improvements now or hereafter on the premises which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof, (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee, (4) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (5) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors represent and agree that, except as disclosed in writing to the Mortgagee, the premises are in compliance with all the Environmental Laws (as hereafter defined) that there are no conditions existing currently or likely to exist during the term of the note that require or are likely to require clean up, removal or other remedial action that Mortgagor is not a party to any litigation or administrative proceeding, nor, to the best of Mortgagors knowledge, is there any litigation or administrative proceeding contemplated or threatened, related to or arising out of any Environmental Laws that neither the premises nor the Mortgagor is subject to any judgment, decree, order, citation or complaint related to or arising out of any Environmental Laws that Mortgagor has obtained all permits or licenses and filed all reports required under any applicable Environmental Laws. The term "Environmental Laws" shall mean any and all federal, state and local law, statutes, regulations, ordinances, codes, rules and other governmental restrictions or requirements relating to matters of environmental protection, pollution, health, safety, sanitation, or conservation, including without limitation those relating to the presence, maintenance and removal of asbestos now or any time hereafter in effect. Mortgagor covenants and agrees to comply with all applicable Environmental Laws and to require its tenants or others operating on the premises to comply with all applicable Environmental Laws and to provide to Mortgagee immediately upon receipt, copies of any correspondence of any nature whatsoever received by Mortgagor relating to Environmental Laws, and to advise Mortgagee in writing as soon as Mortgagor becomes aware of any condition or circumstances which makes any of the representations or statements contained in this paragraph incomplete or inaccurate. In the event Mortgagee determines in its sole and absolute discretion that there is any evidence that any such circumstance might exist whether or not described in any communication or notice to either mortgagor or Mortgagee, Mortgagor agrees, at its own expense and at no expense to Mortgagee to permit an environmental audit to be conducted by Mortgagee or any independent agent selected by Mortgagee. This provision shall not relieve Mortgagor from conducting its own environmental audits or taking any other steps necessary to comply with any Environmental Laws. B. In the opinion of the Mortgagee, there exists any uncorrected violation of any Environmental Law or any condition which requires or may require any cleanup, removal, or other remedial action, and such correction, cleanup, removal, or other remedial action is not completed within sixty (60) days from the date of written notice from Mortgagee to Mortgagor, the same shall at the option of the Mortgagee constitute a default hereunder, without further notice or cure period.

Mortgagor agrees to indemnify, defend and hold the Mortgagee and its current, future or former officers, directors, employees and agents harmless from and against any and all losses, damages, liabilities, obligations, claims, costs and expenses (including without limitation attorneys' fees and costs) incurred by Mortgagee, whether prior to or after the date hereof and whether direct, indirect, or consequential, relating to or arising out of matters of environmental protection, pollution, health, safety, sanitation, or conservation, including without limitation relating to the presence, maintenance or removal of asbestos. Any and all amounts owed by Mortgagor to Mortgagee under this paragraph shall constitute additional indebtedness secured by the Mortgage. Any of the provisions of this Mortgage to the contrary notwithstanding, the representations, warranties, covenants, agreements, and acknowledgment obligations contained herein shall survive all notices of termination of the relationship between Mortgagor and Mortgagee including, without limitation, the repayment of all amounts due under the Mortgage, cancellation of the Note and the release of any and all of the Loan Documents.

3. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay (special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax assessment which Mortgagors may desire to contest.

4. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing by same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

5. In case of default thereon, Mortgagee may, but need not, make any payment or perform any act heretofore required of mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or a decree from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys fees and any other moneys advanced by the Mortgagee to protect the mortgaged premises and the lien hereof shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of 18 Chicago Bank prime rate plus 2% per annum. Inaction of the Mortgagee shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

6. The Mortgagee hereby secured making any payment hereby authorized to them on account of any default hereunder on the part of Mortgagors statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

7. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof at the option of the Mortgagee, and without notice to Mortgagors, all unpaid indebtedness secured by this Mortgage shall notwithstanding anything in the note or in this Mortgage to the contrary, become due and payable (1) immediately in the case of default in making payment of any installment of principal or interest on the note, or (2) when default shall occur and continue for three days in the performance of any other agreement of the mortgagors herein contained.

8. When the indebtedness hereby secured shall become due whether by acceleration otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys fees, appraiser's fees, outlays for documentary and expedit evidence, stenographers charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guaranty policies, and similar data and

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assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of 1st Chicago Bank prime rate plus 4% per annum, when paid or incurred by Mortgagee in connections with (a) any proceeding, including probate and bankruptcy proceedings to which it shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

9. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; Second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; Third, all principal and interest remaining unpaid on the note; Fourth, any remaining funds to the Mortgages, then heirs, legal representatives or assigns, as their rights may appear.

10. Upon, or any time after the filing of a bill to foreclose this Mortgage, the court in which such bill is filed shall appoint a receiver of the premises chosen by the Mortgagee. The Mortgagee may serve as Mortgagee in possession. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and during the full statutory period of redemption, whether there is redemption or not, as well as during any further times when Mortgages, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part to (1) The indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale.

11. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the part interposing same in an action at law upon the note hereby secured.

12. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

13. Mortgagee has no duty to examine the title, location, existence, or condition of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omission hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee and it may require indemnities satisfactory to it before exercising any power herein given.

14. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgages and all person claiming under or through Mortgages, and the word "Mortgages" when used herein, shall include all such persons liable for the payment of the indebtedness of any part thereof, whether or not such persons shall have executed the note of this Mortgage.

15. In addition to the payments of principal and interest herein above provided, the Mortgagee may require the Mortgages to pay each month to the Mortgagee 1/12th of the annual general real estate taxes, assessed or to be assessed against said premises and 1/12th of the annual cost of fire and extended coverage insurance in an amount approved by the Mortgagee. The Policy or Policies of insurance evidencing coverage as required by this instrument shall contain a mortgage clause covering and protecting the interest of the Mortgagee.

16. In the event the premises are utilized in any manner as a commercial establishment, selling products to the general public or permitting access to the general public the mortgagors shall in addition to the insurance requirements of paragraph 4. above provide public liability insurance and if appropriate Liquor Liability insurance in such amounts as the Mortgagee may from time to time direct but in no event shall coverage in excess of one million dollars per occasion be required.

17. During the pendency of this Mortgage the Mortgages shall not permit amusement devices or machines to be present or utilized on the premises except as specifically directed by the Mortgagee. Any violation of this provision shall be considered a default, entitling the Mortgagee to declare the entire debt due and payable.

18. The mortgagors are prohibited from selling, conveying, assigning the beneficial interest in and/or entering into Articles of Agreement for the sale of, leasing, renting or in any manner transferring title to the mortgaged premises without the prior written consent of Mortgagee. Failure to obtain prior written consent shall constitute a default hereunder entitling the Mortgagee hereunder to declare the entire debt due and payable.

19. The real estate described herein shall secure the obligations and shall also secure any other liabilities, direct or indirect absolute or contingent, due or to become due, now existing or hereafter arising of Mortgagor to Mortgagee or its successor and assigns, provided however, that in no event shall this Mortgage secure indebtedness of the Mortgages to the Mortgagee in an amount exceeding \$

36944430

Mail to: Angelo & Norma Valente
% Caprice Music, Inc.
313 E. 115th Street
Chicago, IL, 60628

Property Address

313 E. 115th Street
Chicago, IL 60628

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