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## MORTGAGE

DEPT-01 RECORDING

\$33.50

T45555 TRAN 9083 03/06/96 11:47:00

7608 + JJ \* - 96 - 171310

The mortgagor(s) NBD Bank Skokie, Trustee under a Trust Agreement dated February 17, 1995, and known as Trust No. 53245-SK of the City of Skokie, in the County of Cook, and State of Illinois ("Mortgagor"), mortgage, convey, assign, transfer and warrant to JACK E. DEBOER ("Mortgagee"), to secure the payment of that certain Mortgage Note, executed by Mortgagee, dated on or about February 22, 1995, payable to the order of Mortgagee, the real estate commonly known as 820-22 Seward Street, Evanston, Illinois 60202 and more fully described on Exhibit "A", attached hereto and incorporated herein, situated in the County of Cook, in the State of Illinois (the "Real Estate").

Beneficiary(ies) and not the Trustee

Mortgagor mortgages, conveys, assigns, transfers and warrants the Real Estate to Mortgagee, together 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 Mortgagor may be entitled thereto (which are pledged primarily and on a parity with the Real Estate and not secondary) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light and ventilation, including (without restricting the foregoing), screens, storm doors and windows, tacked down carpeting and water heaters. All of the foregoing are declared to be a part of the Real Estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the Real Estate by Mortgagor or Mortgagor's successors or assigns shall be considered as constituting part of the Real Estate. (The Real Estate and all other property set forth herein is collectively hereinafter referred to as the "Premises").

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COOK COUNTY RECORDER



This Instrument Prepared By  
(and when recorded return to):

Keck, Mahan & Cate  
77 W. Wacker Drive  
49th Floor  
Chicago, Illinois 60601-1693  
Attn: Julie A. Rosen

602/115 J. JANIS, Esq.  
112/684-5099

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TO HAVE AND TO HOLD the Premises unto Mortgagee, and Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth.

*Beneficiary(ies) and not the Trustee*

Mortgagor covenants, represents, warrants and agrees as follows:

1. Mortgagor shall: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or destroyed; (b) keep the 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 thereof; (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 Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon the Premises; (e) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.

2. Mortgagor 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 thereof. To prevent default hereunder Mortgagor shall pay in full, under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. In the event of the enactment after this date of any law of this State deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment, or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the Premises, any tax is due or becomes due in respect of the issuance of the Mortgage Note hereby secured, Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to hold harmless and agrees to indemnify Mortgagee, and Mortgagee's successors and assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the Mortgage Note secured hereby.

5. At such time as Mortgagor is not in default either under the terms of the Mortgage Note secured hereby or under the terms of this Mortgage, Mortgagor shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in the Mortgage Note.

6. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning and windstorm 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 Mortgagee, under insurance policies payable, in case of loss or

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damage, to Mortgagee, such rights to be evidenced by the standard mortgagee clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration.

7. In case of default herein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor 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 redeem from any tax sale or forfeiture affecting the 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 Mortgagee to protect the 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 highest rate now permitted by law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any default hereunder on the part of Mortgagor.

8. Mortgagee 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 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.

9. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Mortgage Note; (b) when default shall occur and continue for fifteen (15) days after written notice from Mortgagee to Mortgagor in the performance of any other agreement or covenant of Mortgagor herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, broker's or 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, title insurance policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Default Rate (as defined in the Mortgage Note), when paid or incurred by Mortgagee in connection with: (a) any proceeding, including probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the Premises or the security hereof.

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11. 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 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 Mortgage Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Mortgage Note; fourth, the balance, if any, to the persons legally entitled thereto.

12. Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice and without regard to the solvency or insolvency of Mortgagor 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 Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during further times when Mortgagor, 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 case 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 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; and (b) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provisions 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 Mortgage Note hereby secured.

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

15. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

16. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

17. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Mortgage. Mortgagor's covenants and agreements shall be joint and several. The word "Mortgagee" when used herein shall include the successors and assigns of Mortgagee named herein and the holder or holders, from time to time, of the Mortgage Note secured hereby.

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RIDER ATTACHED TO AND MADE PART OF MORTGAGE

DATED February 22, 1995 UNDER TRUST NO. 53245-SK

This MORTGAGE is executed by NBD Bank, not personally but as Trustee under Trust No. 53245-SK in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said NBD Bank, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing contained herein or in the Note or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of the Mortgagor, or on said NBD Bank, personally, to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability if any, being expressly waived by the Mortgagor, the legal owner(s) or holder(s) of said Note, and by every person now or hereafter claiming any right or security hereunder; and that so far as the Mortgagor and said NBD Bank, personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged by the enforcement of the lien hereby created in the manner herein and said Note provided or by action to enforce the personal liability of the guarantors, if any. All the covenants and conditions to be performed hereunder by NBD Bank, are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD Bank, by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD Bank, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

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18. Any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing it by certified mail, return receipt requested, unless applicable law requires use of another method. The notice shall be directed to the Property address or any other address Mortgagor may designate by notice to Mortgagee. Any notice to Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee's address stated herein or any other address Mortgagee designates by notice to Mortgagor. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when delivered, or upon being mailed as provided in this paragraph.

19. If all or any part of the Premises or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person), or if any lien, encumbrance, mortgage or security interest is created upon or attached to the Premises, without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by applicable law as of the date of this Mortgage.

If Mortgagee exercises this acceleration option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

This Mortgage is ~~part~~ with that certain Mortgage of even date herewith made by Mortgagor in favor of Janice F. DeBoer and with that certain Mortgage of even date herewith made by Mortgagor in favor of Richard DeBoer Revocable Trust under Trust Agreement dated September 30, 1993.

IN WITNESS WHEREOF, Mortgagor has signed this Mortgage as of February 22, 1995.

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF NBD BANK ATTACHED HERETO IS HEREBY EXPRESSLY MADE A PART HEREOF.

**MORTGAGOR:**

NBD BANK SKOKIE, TRUSTEE w/t/a dated February 17, 1995 a/k/a Trust No. 53245-SK and not personally

By: David Rosenfeld  
Name: David Rosenfeld  
Title: AVP/TO

ATTEST: George J. Logan  
Name: George J. Logan  
Title: AVP/TO

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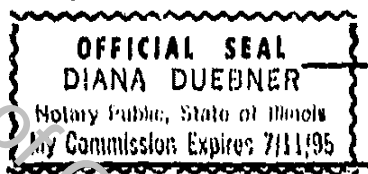
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STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK        )

I, the undersigned a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that David Rosenfeld, George J. Logan of NBD Bank Skokie, Trustee under Trust Agreement dated February 17, 1995, and known as Trust No. 53245-SK, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that (s)he signed and delivered said instrument as his/her free and voluntary act, not individually, but as Trustee, as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 13th day of ~~April~~<sup>June</sup>, 1995.



*Diana Duebner*  
Notary Public

My Commission Expires:

My Commission Expires 7/11/95

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## EXHIBIT "A"

### Real Estate

The West 37.5 feet of Lot 5 and all of Lot 6 in Block 5 in Osborne and Skillman's Subdivision of South 12.5 acres of Lot 9 in Assessors Division of the South Half of the Southwest Quarter of Section 19, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 11-19-323-004 and 11-19-323-005

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