

# UNOFFICIAL COPY

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SOUTH CHICAGO BANK  
 2200 S. COMMERCIAL AVENUE  
 CHICAGO, IL 60617  
 312-768-1400 (Lender)

DEPT-11 TORRENS 029,30  
 750015 1500 2576 04/12/96 1044100  
 4001 # YC 2-3-2-277314  
 COOK COUNTY RECORDER

*75-440-09 L ①*

**-96-277314**

## COMMERCIAL MORTGAGE

<b>GRANTOR</b> SOUTH CHICAGO BANK, as Trustee, under Trust Agreement No. 11-2656 dated OCTOBER 16, 1989.		<b>BORROWER</b> The Borrowers shown on the Promissory Notes and Agreements shown below.	
<b>ADDRESS</b> 1400 TORRENCE AVENUE CALUMET CITY, IL 60409		<b>ADDRESS</b>	
<b>TELEPHONE NO.</b> 708-868-4000	<b>IDENTIFICATION NO.</b> 330469232	<b>TELEPHONE NO.</b> 708-868-4000	<b>IDENTIFICATION NO.</b> 330469232

1. **GRANT.** For good and valuable consideration, Grantor hereby mortgages and warrants to Lender identified above, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; privileges, hereditaments, and appurtenances; leases, licenses and other agreements; rents, issues and profits; water, well, ditch, reservoir and mineral rights and stocks, and standing timber and crops pertaining to the real property (cumulatively "Property").

2. **OBLIGATIONS.** This Mortgage shall secure the payment and performance of all of Borrower and Grantor's present and future, indebtedness, liabilities, obligations and covenants (cumulatively "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
FIXED	\$70,000.00	04/02/96	04/01/01	50058182	5005858201

all other present or future obligations of Borrower or Grantor to Lender (whether incurred for the same or different purposes than the foregoing);

b) all renewals, extensions, amendments, modifications, replacements or substitutions to any of the foregoing.

3. **PURPOSE.** This Mortgage and the Obligations described herein are executed and incurred for commercial purposes.

~~**FUTURE ADVANCES.**  This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements evidencing the revolving credit loans described in paragraph 2. The Mortgage secures not only existing indebtedness, but also secures future advances, with interest thereon, whether such advances are obligatory or to be made at the option of Lender to the same extent as if such future advances were made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage under the promissory notes and agreements described above may increase or decrease from time to time, but the total of all such indebtedness so secured shall not exceed \$ 70,000.00.  This Mortgage secures the repayment of all advances that Lender may extend to Borrower or Grantor under the promissory notes and other agreements described in paragraph 2, but the total of all such indebtedness so secured shall not exceed \$ 70,000.00.~~

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**5. EXPENSES.** To the extent permitted by law, this Mortgage secures the repayment of all amounts expended by Lender to perform Grantor's covenants under this Mortgage or to maintain, preserve, or dispose of the Property, including but not limited to, amounts expended for the payment of taxes, special assessments, or insurance on the Property, plus interest thereon.

**6. CONSTRUCTION PURPOSES.** If checked,  this Mortgage secures an indebtedness for construction purposes.

**7. REPRESENTATIONS, WARRANTIES AND COVENANTS.** Grantor represents, warrants and covenants to Lender that:

(a) Grantor shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference.

(b) Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any "Hazardous Materials", as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to, (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to that statute; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar statute, rule, regulation or ordinance now or hereafter in effect;

(c) Grantor has the right and is duly authorized to execute and perform its Obligations under this Mortgage and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time;

(d) No action or proceeding is or shall be pending or threatened which might materially affect the Property;

(e) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Mortgage.

**8. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWERS.** On sale or transfer to any person without the prior written approval of Lender of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, partnership, trust, or other legal entity), Lender may, at Lender's option declare the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by the promissory note or other agreement or by this Mortgage, unless otherwise prohibited by federal law.

**9. INQUIRES AND NOTIFICATION TO THIRD PARTIES.** Grantor hereby authorizes Lender to contact any third party and make any inquiry pertaining to Grantor's financial condition or the Property. In addition, Lender is authorized to provide oral or written notice of its interest in the Property to any third party.

**10. INTERFERENCE WITH LEASES AND OTHER AGREEMENTS.** Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any lease or other agreement ("Agreement") pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not: (a) collect any monies payable under any Agreement more than one month in advance; (b) modify any Agreement; (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Agreement or the amounts payable thereunder; or (d) terminate or cancel any Agreement except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under an Agreement or purporting to terminate or cancel any Agreement, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender.

**11. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY.** Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "Indebtedness") whether or not a default exists under this Mortgage. Grantor shall diligently collect the indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instrument or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral upon, or otherwise settle any of the indebtedness whether or not an event of default exists under this Agreement. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom.

**12. USE AND MAINTENANCE OF PROPERTY.** Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

**13. LOSS OR DAMAGE.** Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

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35. **SUCCESSORS AND ASSIGNS.** This Mortgage shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.

36. **NOTICES.** Any notice or other communication to be provided under this Mortgage shall be in writing and sent to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.

37. **SEVERABILITY.** If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.

38. **APPLICABLE LAW.** This Mortgage shall be governed by the laws of the state where the Property is located. Grantor consents to the jurisdiction and venue of any court located in such state.

39. **MISCELLANEOUS.** Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Mortgage shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several. Grantor hereby waives any right to trial by jury in any civil action arising out of, or based upon, this Mortgage or the Property securing this Mortgage. This Mortgage and any related documents represent the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

## 40. ADDITIONAL TERMS.

THIS MORTGAGE IS EXECUTED BY TRUSTEE, NOT PERSONALLY, BUT AS TRUSTEE AND IT IS EXPRESSLY UNDERSTOOD THAT NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS CREATING ANY PERSONAL LIABILITY ON TRUSTEE, AND ANY RECOVERY SHALL BE SOLELY AGAINST AND OUT OF THE PROPERTY; HOWEVER, THIS WAIVER SHALL NOT AFFECT THE LIABILITY OF ANY BORROWER OR GUARANTOR OF THE OBLIGATIONS.

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Mortgage.

Dated: APRIL 2, 1996

GRANTOR: SOUTH CHICAGO BANK  
as Trustee under Trust Agreement No. 11-2656

~~SEE ATTACHED~~ By: *William D. Hechler*

WILLIAM D. HECHLER  
~~not personally, but as Trustee~~  
VICE PRES/TRUST OFFICER

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

50277211

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State of \_\_\_\_\_ )

State of ILLINOIS )

County of \_\_\_\_\_ )  
ss.

County of COOK )  
ss.

I, \_\_\_\_\_ a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this APRIL 2, 1996 by \_\_\_\_\_

WILLIAM D. HECHLER  
VICE PRESIDENT/TRUST OFFICER

on behalf of the SOUTH CHICAGO BANK

**"OFFICIAL SEAL"**  
**VIRGINIA A. RESA**  
NOTARY PUBLIC, STATE OF ILLINOIS

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_

of \_\_\_\_\_ seal, this 2nd day of April, 1996

Notary Public

Notary Public

Commission expires: \_\_\_\_\_

Commission expires: 10-26-99

**SCHEDULE A**

The street address of the Property (if applicable) is:

9213 S. BALTIMORE  
CHICAGO, IL 60617

Permanent Index No.(s): 26-06-412-005 & 021

The legal description of the Property is:

**\*SEE ATTACHED SCHEDULE B\***

**SCHEDULE B**

032731A

This instrument was prepared by: SOUTH CHICAGO BANK 9200 S. COMMERCIAL CHGO, IL 60617 (JANIE GARCIA)

After recording return to Lender.

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A  
S 33, 39, 40 AND 41 IN BLOCK 86  
Y THE CALUMET AND CHICAGO CANAL  
TIONAL SECTION 5 AND SECTION 6,  
OF THE THIRD PRINCIPAL MERIDIAN,  
AL EASEMENT AND RIGHT OF WAY OVER  
E WEST 118 FEET OF LOT 37 AND THE  
OF LOT 36 IN BLOCK 86, TO BE USED  
CONNECT WITH THE ILLINOIS CENTRAL  
ASSIGNS AND TO BE USED FOR NO OTHER  
JOINTLY BY THE OWNERS OF LOTS 36,  
THEIR GRANTEES AS CREATED BY DEED  
DOCUMENT 3170679.  
E RESUBDIVISION OF LOTS 1 TO 5 AND 42  
ARTS OF LOT 47 IN BLOCK 86 IN SOUTH  
BY THE CALUMET AND CHICAGO CANAL AND  
OF THE WEST 1/2 AND PARTS OF THE EAST  
SECTION 6, NORTH OF THE INDIAN  
NAL FRACTIONAL SECTION 6 SOUTH OF THE  
NORTH OF THE MICHIGAN SOUTHERN RAILROAD  
ORTH OF THE INDIAN BOUNDARY LINE, ALL I  
5 EAST OF THE THIRD PRINCIPAL MERIDIAN  
IS.

BALTIMORE CHICAGO, IL 60617  
& 26-06-412-031-0000

Deputy County Clerk's Office

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Property of Cook County Clerk's Office

01/18/2025