

# UNOFFICIAL COPY

97459327

WHEN RECORDED MAIL TO:

MID TOWN BANK AND TRUST  
COMPANY OF CHICAGO  
2021 N. Clark Street  
Chicago, IL 60614

DEPT-01 RECORDING \$43.00  
T#0012 TRAN 5629 06/25/97 15:40:00  
#9715 + CG \*--97-459327  
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

43 CO RP

This Mortgage prepared by: Carmen Rosario  
2021 North Clark Street  
Chicago, IL 60614-4794

## CONSTRUCTION MORTGAGE

THIS MORTGAGE IS DATED JUNE 20, 1997, between Mid Town Bank and Trust Company of Chicago, an Illinois banking corporation, whose address is 2021 North Clark Street, Chicago, IL 60614 (referred to below as "Grantor"); and MID TOWN BANK AND TRUST COMPANY OF CHICAGO, whose address is 2021 N. Clark Street, Chicago, IL 60614 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to Grantor pursuant to a Trust Agreement dated March 11, 1997 and known as Mid Town Bank and Trust Company of Chicago Trust No. 2109, mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, water courses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The Real Property or its address is commonly known as 44 Units (see Exhibit "A" attached) at 6426-32 North Ridge Avenue, Chicago, IL 60626. The Real Property tax identification number is as per Exhibit "A" attached hereto.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation Ridge Village Limited Partnership.

Grantor. The word "Grantor" means Mid Town Bank and Trust Company of Chicago, Trustee under that certain Trust Agreement dated March 11, 1997 and known as Mid Town Bank and Trust Company of

BOX 333-CTI

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GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Lender's convenience and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of security in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Borrower; (e) Lender

Borrower's request and not at the request of Lender, either judicially or by exercise of a power of sale, "anti-delictuary" law, or any other law which may prevent Lender from bringing any action against Grantor or waives all rights or defenses arising by reason of any "one action" or "anti-delictuary" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for delict in connnection with the execution of any claim for delict or tort, or any other claim for damages resulting from the execution of any claim for delict or tort.

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-delictuary" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for delict in connnection with the execution of any claim for delict or tort, or any other claim for damages resulting from the execution of any claim for delict or tort.

SECURED HEREBY, THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATORY LIENS, EXCEPTING SOLELY TAXES DOCUMENTS, THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDENTURES AND (2) AND RENTS THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS

Rents. The word "Rents" means all present and future rents, revenues, income, royalties, profits, and other benefits derived from the Property.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, assignments, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements, documents, guarantees, whether now or hereafter made, created, or otherwise provided from the Property.

Real Property. The word "Real Property" means collectively the Real Property and the Personal Property.

Personal Property. The word "Personal Property" means collectively the Real Property and the Personal Property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessions, parts, and additions, to, all replacements of, and all substitutions for, any personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, to the unpaid principal balance of the Note.

Note. The word "Note" means the promissory note of credit agreement dated June 20, 1997, in the original amount of \$475,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note of, principal amount of, the interest rate is a variable interest rate based upon an index, the index currently is 8.500% per annum. The interest rate on the Note is a variable interest rate based upon an index, the index currently is 8.500% per annum. The interest rate to be applied to the unpaid principal balance of this Mortgage shall be at a rate of 1.500 percentage point(s) over the index, resulting in an initial rate of 10.000% per annum. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. The maturity date of this Mortgage is June 20, 1998. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. The maturity date of this Mortgage is June 20, 1998. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The word "Personal Property" means collectively the Real Property and the Personal Property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessions, parts, and additions, to, all replacements of, and all substitutions for, any personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, to the unpaid principal balance of the Note.

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Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assets title and security interests relating to the Personal Property and Rents.

Lender. The word "Lender" means MID TOWNS BANK AND TRUST COMPANY OF CHICAGO, its successors and assigns. The Lender is the mortgagee under this Mortgage.

This Mortgage is advanced to protect the security of the Mortgage, exceed \$950,000.00.

To enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. At no time shall the principal amount of indebtedness secured by the Mortgage, not to exceed the amount advanced to protect the security of the Mortgage, exceed \$950,000.00.

Indebtedness. The word "indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Improvements. The word "improvements" means all improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, alterations, and accommodations in connection with the indebtedness.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors,

Chicago Trust No. 2109. The Grantor is the mortgagor under this Mortgage.

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(Continued)

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has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all their respective obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor and Borrower agree that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership of interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at any reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

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prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**TAX AND INSURANCE RESERVES.** Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Grantor shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an event of default as described below.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage; and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such

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**FULL PERFORMANCE.** If Borrower pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable certificate of title to the Premises and the Personal Property of any financing statement filed by Lender in the Security Interest in the Premises and the Personal Property, if permitted by applicable law, and any reasonable termination fee as determined by Lender from time to time. If, however, payment is made by Borrower, whether voluntarily or otherwise, or by garnitor of any third party, on the indebtedness and thereafter is forced to remit the same amount of that payment to Borrower's trustee in bankruptcy or to any creditor or general or state bankruptcy law for the relief of debtors, (d) by reason of any similar proceeding under any federal or state bankruptcy law or law for the relief of debtors, (e) by reason of any judgment, decree or order of any court or administrator body having jurisdiction over lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant including, without limitation Borrower, the indebtedness shall be considered unpaid for the purpose of this Mortgage until Lender has recovered the amount so paid.

SecuritY Agreements. This instrument shall constitute a security agreement to the extent any of the Property contained herein are fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

SecuritY instrument. The instrument shall constitute a security agreement to the extent any of the Property contained herein are a part of this Mortgage.

the instrument is executed by Lender to perfect and control a security interest in the Rents and other action is requested by Lender to record in the real property records. In the event any other action is requested by Lender, upon request by Lender, Lender's real property records, Lender may at any time and without further authorization from Lender, file executed counterparts, copies, or reproductions of this mortgage as a financing statement. Grants, assignments, and other documents shall be filed in a manner and at a place reasonably convenient to Lender. Upon default, Lender shall assemble the Personal Property in a manner and after receipt of written demand from Lender.

Mortgage and Warrant. In addition to securing this Mortgage, Lender may, at any time and without further authorization from Lender, file executed counterparts, copies, or reproductions of this financing statement, Grants, assignments, and other documents shall be filed in a manner and at a place reasonably convenient to Lender. Upon default, Lender shall make it available to Lender within three days of receiving a written demand from Lender.

Addressees. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of mortgage or upon all or any part of the indebtedness secured by this mortgage; (b) a specific tax on borrowed money which is authorized or required to deduct from payments on the indebtedness secured by this type of mortgage; (c) a tax on this type of mortgage chargeable against the lender or holder of the note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by borrower.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions  
relating to government taxes, fees and charges are a part of this Masteragreement.

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Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association shall be an Event of Default under this Mortgage.

## MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the State of Illinois. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Multiple Parties.** All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Mortgage.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b), AS NOW ENACTED OR AS MODIFIED, AMENDED OR REPLACED, OR ANY SIMILAR LAW EXISTING NOW OR AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

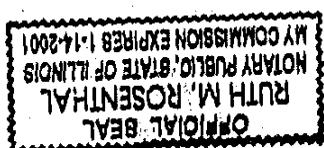
**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

**GRANTOR'S LIABILITY.** This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if

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My commission expires 01-14-01

Notary Public in and for the State of Illinois

Residing at Chicago

By *Ruth M. Rosenthal*

On this 20th day of June 1997, before me, the undersigned Notary Public, personally appeared Carmen Roarrio and Cindy Wrona, Assistant Trust Officer and Assister Secretary of Mid Town Bank and Trust Company of Chicago, and known to me to be authorized agents of the Corporation that executed the Mortgage and acknowledged the Mortgage to be free and voluntary act and deed of the Corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes herein mentioned, and on which stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the Corporation.

COUNTY OF COOK

( 86 )

STATE OF ILLINOIS

## CORPORATE ACKNOWLEDGMENT

By: *Carmen Roarrio, Assistant Trust Officer*

By: *Carmen Roarrio, Assistant Trust Officer*

Mid Town Bank and Trust Company of Chicago

GRANTOR:

AGREES TO ITS TERMS.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR  
PROPERTY, WHICH IT LENDER'S PRIOR WRITTEN AUTHORIZATION, SHALL CONSTITUTE AN EVENT OF DEFAULT.  
ADDITIONALLY, IN THE EVENT OF DEFALULT/SUBORDINATE LENS, THE PLACEMENT OF A SUBORDINATE LIEN UPON THE REAL  
CURED OR REINSTATED OR OF VOLUNTARY ACTION), LENDER SHALL HAVE NO OBLIGATION TO REINSTATE THE FORMER INTEREST RATE IF THE DEFALULT IS  
THE PAYMENT IS NOT AUTOMATICALLY DEFERRED, IF THE INTEREST RATE IS INCREASED AS HEREIN PROVIDED (WHETHER ON ACCOUNT  
ANNUAL AUTOMATICALLY FOR EACH PAYMENT WHEN DUE, THEN, AT LENDER'S OPTION, THE INTEREST RATE WILL INCREASE 1.0% PER  
DEFERRED, AUTOMATICALLY FOR EACH PAYMENT WHICH IS NOT MAINTAINED WITH A SUFFICIENT BALANCE WHEN NEEDED TO BE  
ON THE STRICT CONDITION THAT A CHECKING ACCOUNT BE MAINTAINED WITH LENDER WHICH WILL BE AUTOMATICALLY DEFERRED BY LENDER  
TERMINATION OF PAYMENTS BY AUTOMATIC DEBIT. THE RATE STATED ABOVE IS A SPECIAL RATE OFFERED BY LENDER  
ANY, BEING EXPRESSLY WAIVED BY LENDER AND BY EVERY PERSON NOW OR HERAFTER CLAIMING ANY RIGHT OR SECURITY UNDER  
THIS MORTGAGE, AND THAT SO LONG AS GRANTOR AND THE SUCCESSORS PERSONALLY ARE CONCERNED, THE LEGAL HOLDER OR HOLDERS  
OF THE NOTE AND THE OWNER OF OWNERSHIP OF ANY INDEBTEDNESSES SHALL LOOK SOLELY TO THE PROPERTY FOR THE PAYMENT OF THE  
NOTE AND INDEBTEDNESSES, BY THE ENTITLEMENT OF THE LENDER TO THIS MORTGAGE IN THE MANNER PROVIDED IN THE  
MORTGAGE, AND THE OWNERSHIP OF ANY INDEBTEDNESSES SHALL NOT AFFECT THE SECURITY OF THE MORTGAGE.

Note and herein or by action to enforce the personal liability of any Guarantor.

MORTGAGE  
(Continued)

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06-20-1997

Loan No.

## MORTGAGE (Continued)

extent as if that amount never had been originally received by Lender, and Grantor shall be bound by judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Mortgage.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Borrower to make any payment when due on the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Compliance Default.** Failure of Grantor or Borrower to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

**Default In Favor of Third Parties.** Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other credit or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to perform the Note or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Mortgage, the Note or the Related Documents is false or misleading in material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution or termination of Grantor or Borrower's existence as a going business or the death of any partner, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any government agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reasonable satisfaction to Lender.

**Breach of Other Agreement.** Any breach by Grantor or Borrower under the terms of any other agreement between Grantor or Borrower and Lender that is not remedied within any grace period provided therefor, including without limitation any agreement concerning any indebtedness or other obligation of Grantor or Borrower to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender reasonably deems itself insecure.

**Right to Cure.** If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for

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Other Remedies. Lender shall have all other rights and remedies provided in this Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor or Borrower hereby waive any and all right to have his property marshaled. In exercising his rights and remedies, Lender shall be free to sell all or any part of the property together or separately in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the property.

Notice of Sale. Lender shall give Granter reasonable notice of the time and place of any public sale of the personal property or of other personal property which any other lender intended disposition of the same after it became due and payable, or of any other notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or preclude the party's rights otherwise to demand strict compliance with that provision or any other provision.

Election by the Party's Right to Perform. In addition to any remedy already available under this Mortgage, after a failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

exercisable in Possession. Lender shall have the right to be placed as mortgagor in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property to operate the Property proceeding foreclosure or sale, and to collect the Benefits from the Indebtedness. The receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property proceeding foreclosure or sale, and to collect the Benefits from the Indebtedness, shall have the right to be placed as mortgagor in possession or to have a receiver appointed to receive the costs of the collection of the Benefits from the Indebtedness, over and above the cost of the collection of the Benefits from the Indebtedness, and to collect the Benefits from the Indebtedness. The receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property proceeding foreclosure or sale, and to collect the Benefits from the Indebtedness, shall have the right to be placed as mortgagor in possession or to have a receiver appointed to receive the costs of the collection of the Benefits from the Indebtedness, over and above the cost of the collection of the Benefits from the Indebtedness, and to collect the Benefits from the Indebtedness.

which the pavements are made. Whether or not any greater grounds for the demand exist.

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## EXHIBIT "A"

### LEGAL DESCRIPTION:

UNIT NUMBERS 6426-1B THROUGH 6426-1I; 6426-1L, 6426-2C THROUGH 6426-2F, 6426-2H THROUGH 6426-2K, 6426-3B THROUGH 6426-3F; 6426-3I, 6426-3J, 6426-3L, 6432-1C, 6432-1E THROUGH 6432-1K, 6432-2E, 6432-2F, 6432-2H, 6432-2I, 6432-2J, 6432-3B, 6432-3F THROUGH 6432-3I, 6432-3K, IN RIDGE VILLAGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOTS 3 AND 4 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 3, SAID POINT BEING 272.0 FEET EAST OF THE WEST LINE OF LOT 3, THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOT 3, 101.30 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.40 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF LOT 3, 1.26 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3, 30.15 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF LOTS 3 AND 4, 36.0 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 3 TO THE WESTERLY LINE OF N. RIDGE BOULEVARD; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO THE NORTH LINE OF LOT 3; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN CIRCUIT COURT PARTITION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT #5329269 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

### PROPERTY COMMONLY KNOWN AS:

6426-32 NORTH RIDGE AVENUE, CHICAGO, ILLINOIS 60626

7229356547

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## EXHIBIT "A" (CONTINUED)

### PERMANENT TAX IDENTIFICATION NUMBER

11-31-401-098-1002, 11-31-401-098-1003, 11-31-401-098-1004, 11-31-401-098-1005,  
11-31-401-098-1006, 11-31-401-098-1007, 11-31-401-098-1008, 11-31-401-098-1009,  
11-31-401-098-1012, 11-31-401-098-1016, 11-31-401-098-1017, 11-31-401-098-1018,  
11-31-401-098-1019, 11-31-401-098-1021, 11-31-401-098-1022, 11-31-401-098-1023,  
11-31-401-098-1024, 11-31-401-098-1028, 11-31-401-098-1029 11-31-401-098-1030,  
11-31-401-098-1031, 11-31-401-098-1032, 11-31-401-098-1035, 11-31-401-098-1036,  
11-31-401-098-1038, 11-31-401-098-1042, 11-31-401-098-1044, 11-31-401-098-1045,  
11-31-401-098-1046, 11-31-401-098-1047, 11-31-401-098-1048, 11-31-401-098-1049,  
11-31-401-098-1050, 11-31-401-098-1055, 11-31-401-098-1056, 11-31-401-098-1058,  
11-31-401-098-1059, 11-31-401-098-1060, 11-31-401-098-1063, 11-31-401-098-1067,  
11-31-401-098-1068, 11-31-401-098-1069, 11-31-401-098-1070 & 11-31-401-098-1072

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