

# UNOFFICIAL COPY

## MORTGAGE

97063234

. DEPT-01 RECORDING\* \$29.50  
 . T#0014 TRAN 0820\*01/29/97 09:00:00  
 . #9895 # JW \*-97-063234  
 . COOK COUNTY RECORDER

Lincoln Park Title 51471155 I

Property of Cook County Clerk's Office

The above space is for the recorder's use only

This mortgage made and entered into this 10th day of December, 19 96, by and between SEAN HERRON, DIVORCED AND NOT SINCE REMARRIED (hereinafter referred to as mortgagor) and NORTH COMMUNITY BANK, an Illinois banking corporation, (hereinafter referred to as mortgagee, who maintains an office and place of business at 3639 N. Broadway, Chicago, IL 60613

WITNESSETH, that for the consideration herein after stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Cook, State of Illinois

Lot 46 in Block 17 in Elston's Addition to Chicago in Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

2950

TAX ID NO. 17-05-313-043

PROPERTY ADDRESS: 1224 W, Augusta, Chicago, IL.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property, that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure (i) the payment of a promissory note dated December 10, 1996 in the principal sum of \$ 85,000.00, signed by Sean Herron in behalf of EATING PLACES, INC.

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of the premises or any tenant, subtenant, occupant, prior tenant, prior subtenant or prior occupant has used Hazardous Materials on, from or affecting the premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

m. He has never received any notice of any violations of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of his knowledge, there have been no actions commenced or threatened by any party for noncompliance;

n. He shall deliver to mortgagee the Disclosure Document in accordance with Section 4 of the Illinois Responsible Property Transfer Act (hereinafter called "Act") on or before the date hereof, if required to do so under the Act.

o. He shall keep or cause the premises to be kept free of Hazardous Materials, and, without limiting the foregoing, he shall not cause or permit the premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall he cause or permit, as a result of any intentional or unintentional act or omission on his part, or on the part of any tenant, subtenant or occupant, a release of Hazardous Materials onto the premises or onto any other property.

p. He shall:

(i) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the premises in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations and policies, to the reasonable satisfaction of Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities; and

(ii) defend, indemnify and hold harmless mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (A) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from, or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (B) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (C) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials; and/or (D) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of mortgagee, which are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay the Indebtedness Hereby Secured or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or any note or guaranty secured hereby, the entire Indebtedness Hereby Secured shall immediately become due, payable and collectible without notice, at the option of the mortgagee or assigns, regardless of the maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal) pursuant to the laws of the State of Illinois governing the disposition of said property.

4. The proceeds of any sale of said property in accordance with the preceding paragraph shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting and maintaining said property, and reasonable attorneys' fees; secondly, to pay the Indebtedness Hereby Secured; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale, and the proceeds are not sufficient to pay the Indebtedness Hereby Secured, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the Indebtedness Hereby Secured, subject to the same terms and conditions applicable under this mortgage and any note or guaranty secured hereby. If the mortgagor shall pay and discharge the Indebtedness Hereby Secured, and shall pay such sums and shall discharge all taxes and liens

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IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

*[Handwritten signature]*

SEHN HERKON

and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at \_\_\_\_\_

mortgagor at 3639 N. BROADWAY, CHICAGO, IL 60613

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the

9. A judicial decree, order or judgment holding any provision of this instrument invalid or unenforceable shall not in any

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and

and the costs, fees, and expenses of making, enforcing and executing this mortgage, then this mortgage shall be canceled and

surrendered.

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## CORPORATE ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_, respectively, of \_\_\_\_\_, and acknowledged that they signed, sealed, and delivered the said instrument and their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed, and delivered in the name and in behalf of said corporation by the authority of their stockholders and board of Directors as the free and voluntary act of said corporation for the uses and purposes set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public

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

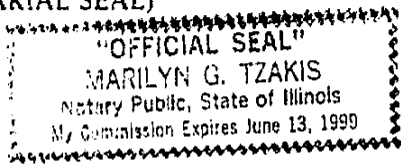
## INDIVIDUAL ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

I, MARILYN G TZAKIS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, SEAN HERON, DIVORCED AND NOT SINCE REARRIED IS \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of December 1996.

(NOTARIAL SEAL)



Marilyn G. Tzakis  
Notary Public  
6-13-99

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

This Instrument Prepared by:  
and mail to same

NORTH COMMUNITY BANK  
3639 N. Broadway  
Chicago, IL. 60613



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