

RECORDATION REQUESTED BY:  
PARK FEDERAL SAVINGS BANK  
21 E. Ogden Avenue  
Westmont, IL 60559

97326628

WHEN RECORDED MAIL TO:  
PARK FEDERAL SAVINGS BANK  
21 E. Ogden Avenue  
Westmont, IL 60559

DEPT-01 RECORDING \$39.50  
T80014 TRAN 2168 05/09/97 09:07:00  
#1615 : JW \*-97-326628  
COOK COUNTY RECORDER



FOR RECORDER'S USE ONLY

39.50

This Mortgage prepared by: **Sally Ramirez**  
21 E. Ogden Avenue  
Westmont, IL 60559

97326628

**MORTGAGE**

THIS MORTGAGE IS DATED APRIL 24, 1997, between Chicago Title and Trust Company, as Trustee Under Trust Number 1101078, Dated July 5, 1995, whose address is 171 N. Clark Street, Chicago, IL 60601 (referred to below as "Grantor"); and PARK FEDERAL SAVINGS BANK, whose address is 21 E. Ogden Avenue, Westmont, IL 60559 (referred to below as "Lender").

S1484171C wv

**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 July 5, 1995 and known as Chicago Title and Trust Company, as Trustee Under Trust Number 1101078, Dated July 5, 1995, 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, watercourses 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"):

Lot 5 in Travers and Harney's Cicero Avenue Subdivision of Part of the Southern 1/4 of Section 10, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on April 10, 1967 as Document No. 231855B.

The Real Property or its address is commonly known as 4750-4752 West 101st Street, Oak Lawn, IL 60453. The Real Property tax identification number is 24-10-301-039.

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.

**Grantor.** The word "Grantor" means Chicago Title and Trust Company, Trustee under that certain Trust Agreement dated July 5, 1995 and known as Chicago Title and Trust Company, as Trustee Under Trust Number 1101078, Dated July 5, 1995. The Grantor is the mortgagor under this Mortgage.

JAB 51484171C

U.S. A DIVISION OF INTEREST

Property of Cook County

(3) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to Grantor, any hazardous waste or other hazardous waste or substance by any person on, under, about or from the Property. Grantor has been to use, generate, manufacture, store, transport, dispose, release or otherwise handle hazardous waste or other hazardous waste or substance on, under, about or from the Property. The term "hazardous waste" and "hazardous substance" are defined in 42 U.S.C. Section 9601, et seq., or other applicable state or federal law. The term "hazardous waste" and "hazardous substance" are defined in 42 U.S.C. Section 9601, et seq., or other applicable state or federal law. The term "hazardous waste" and "hazardous substance" are defined in 42 U.S.C. Section 9601, et seq., or other applicable state or federal law.

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

Grantor shall be governed by the following provisions: Grantor shall be governed by the following provisions:

Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions: Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

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and acknowledged by Lender in writing. (f) 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 (g) 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, (f) 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 or interest in the Property, whether or not the same was or shall 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 of 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 all 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 any 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.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

**Right To Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien

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**TAX AND INSURANCE RESERVE.** Grantor agrees to establish a reserve account to be retained with the bank proceeds in each month deemed to be sufficient by Lender and shall pay monthly into the reserve account an amount equal to 1/12 of the annual tax and insurance premiums, as estimated by Lender, as to the taxes and insurance premiums becoming due during the term of this mortgage. 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 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 credited to an account with Lender, provided that if the mortgage is assigned in connection with the granting of a mortgage on other real property owned by Grantor, Grantor, in lieu of establishing such reserve account, may designate an alternate reserve account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw from the reserve for the purpose of paying such taxes, and Grantor shall not be required to determine the validity or accuracy of any bill rendered by a taxing authority, and Grantor shall not be required to determine the validity or accuracy of any bill rendered by an insurance company. Lender shall have the right to draw from the reserve for the purpose of paying such taxes, and Grantor shall not be required to determine the validity or accuracy of any bill rendered by a taxing authority, and Grantor shall not be required to determine the validity or accuracy of any bill rendered by an insurance company.

Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes and insurance premiums and shall authorize the appropriate governmental official to deliver to any tax or insurance collector or other person a copy of the tax and insurance records of the Property. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes and insurance premiums and shall authorize the appropriate governmental official to deliver to any tax or insurance collector or other person a copy of the tax and insurance records of the Property. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes and insurance premiums and shall authorize the appropriate governmental official to deliver to any tax or insurance collector or other person a copy of the tax and insurance records of the Property.

**LIEN ON PROCEEDS.** Grantor shall promptly advise Lender of any loss or damage to the Property. Lender shall have the right to do so within a reasonable time after the date of the loss or damage to the Property. Lender's security is impaired, Lender may, at its option, apply the proceeds to the payment of the mortgage, or to the payment of any loss or damage to the Property, or to the payment of any loss or damage to the Property. Lender shall have the right to do so within a reasonable time after the date of the loss or damage to the Property. Lender's security is impaired, Lender may, at its option, apply the proceeds to the payment of the mortgage, or to the payment of any loss or damage to the Property, or to the payment of any loss or damage to the Property.

**APPLICATION OF PROCEEDS.** Grantor shall promptly advise Lender of any loss or damage to the Property. Lender shall have the right to do so within a reasonable time after the date of the loss or damage to the Property. Lender's security is impaired, Lender may, at its option, apply the proceeds to the payment of the mortgage, or to the payment of any loss or damage to the Property, or to the payment of any loss or damage to the Property. Lender shall have the right to do so within a reasonable time after the date of the loss or damage to the Property. Lender's security is impaired, Lender may, at its option, apply the proceeds to the payment of the mortgage, or to the payment of any loss or damage to the Property, or to the payment of any loss or damage to the Property.

**PROPERTY OF INSURANCE RESERVE.** The following provisions relating to insuring the Property are a part of the mortgage agreement. Grantor shall procure and maintain policies of the insurance with standard insurance companies on a replacement basis for the full insurable value covering all improvements on the Property in an amount sufficient to avoid application of any co-insurance clause and with a standard replacement cost clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insured. Grantor shall maintain such other insurance including but not limited to hazard, business interruption and boiler insurance as Lender may request. Lender shall be entitled to cancel or discontinue or discontinue with a minimum of ten (10) days prior written notice to Lender coverage of coverage from each insurer containing a replacement cost clause in favor of Lender. Grantor shall be liable for the cost of such insurance. Grantor shall be liable for the cost of such insurance. Grantor shall be liable for the cost of such insurance.

**REPAIRS OF DAMAGE.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes and insurance premiums and shall authorize the appropriate governmental official to deliver to any tax or insurance collector or other person a copy of the tax and insurance records of the Property. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes and insurance premiums and shall authorize the appropriate governmental official to deliver to any tax or insurance collector or other person a copy of the tax and insurance records of the Property.

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 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 participation.

**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:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**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 Grantor which Grantor 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 the 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 Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property

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Conditions of use of 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 Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is required by Lender to perfect and conserve Lender's security interest in the PMS and Personal Property. In addition to recording the Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, be granted court-ordered copies or reproductions of the Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or conserving the security interest. Upon default, Grantor shall assign to Lender all of the rights in the PMS and Personal Property in a manner and as a part of the security interest. Lender and Grantor shall execute a security agreement, and Lender shall have a first priority lien on the PMS and Personal Property as a result of this Security Agreement.

**Addresses.** The mailing addresses of Grantor (debtors) and Lender (secured party), from which correspondence regarding the security interest created by this Mortgage may be obtained (such as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

**Further Assurances; Attorney-in-Fact.** The following provisions relating to further assurances and matters-in-fact are a part of this Mortgage:

**Assurance.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such time and in such place as Lender may deem appropriate, any and all such mortgages, deeds of trust, security agreements, financing statements, conditional assignments, assignments of further interest, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to execute, perfect, conserve, or preserve (a) the obligations of Grantor under the Mortgage, (b) the liens and security interests created by the Mortgage, (c) the PMS and Personal Property, and (d) the liens and security interests created by the Mortgage, as set forth and provided for in this Mortgage. Grantor shall reimburse Lender for all costs incurred by him or the company by Lender in writing. Grantor shall reimburse Lender for all costs incurred by Lender in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby agrees to do so far and in the name of Grantor and at Grantor's expense. Lender may also do so far and in the name of Grantor in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** Grantor hereby authorizes, empowers, appoints, ratifies, and confirms Lender, its agents and assigns, to do all of the acts and things referred to in the preceding paragraph, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to carry out the purposes of this Mortgage. Lender may also act as Grantor's attorney-in-fact for the purpose of making, executing, delivering, and recording all of the documents referred to in this paragraph.

**PARTIAL RELEASE.** Lender shall execute and deliver releases of the lien of this Mortgage upon the following conditions:

**FULL PERFORMANCE.** If Grantor pays all the indebtedness when due, and observes performance of the obligations imposed upon Grantor under this Mortgage, Lender will execute and deliver to Grantor a written certificate of satisfaction of this Mortgage and of the obligations of Grantor under the Mortgage. Any financing statement on the subject matter of this Mortgage shall be terminated by Lender upon the date that the obligations of Grantor under this Mortgage are fully paid in full. However, payment in full by Grantor shall not constitute a release of the amount of the payment (or of any other amount or payment) to which Grantor is entitled, in whole or in part, under any order or state bankruptcy law or law of the state of California, or by any other law or order of any court or administrative body having jurisdiction over Lender or of Lender's property, or (b) by reason of any settlement or compromise of any claim made by Lender with or without Lender's consent and the provisions of the Mortgage and the provisions of this Mortgage shall be enforceable, as the Lender may be so authorized, and the provisions of the Mortgage and of any note or other instrument or agreement relating to the indebtedness and the obligations of Grantor under the Mortgage shall continue to be enforceable. Lender shall be deemed to have received the amount repaid or recovered to the extent that as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, order, decree, assignment or compromise relating to the indebtedness or to this Mortgage.

**DEFAULT ON INSTALLMENTS.** Failure of Grantor to make any payment when due on the balance due under this Mortgage.

**DEFAULT ON OTHER PAYMENTS.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent this or to effect discharge of any lien.

**CHARGEBACKS, FUTURE OF GRANTOR TO COMPLY WITH ANY OTHER TERM, OBLIGATION, COVENANT OR CONDITION CONTAINED IN THE MORTGAGE, THE NOTE OR IN ANY OF THE RELATED DOCUMENTS.**

**DEBTOR TO FAVOR OF THIRD PARTY.** Should Grantor default under any term, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any creditor or debtor, that debt shall remain subject to Grantor's ability to repay the Note or Grantor's ability to satisfy Grantor's obligations under the 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 under this Mortgage, the Note or the related Documents is true or substantially true in all material respects, either now or at the time made or furnished.

**DEFINITIONS.** The Mortgage or any of the related Documents herein shall be deemed to be in full force and effect, notwithstanding the fact that it is a copy of the original document. The Mortgage or any of the related Documents shall be deemed to be in full force and effect notwithstanding the fact that it is a copy of the original document.

**Insolvency.** The dissolution or termination of the Trust, the insolvency of Grantor, the appointment of a receiver for any part of Grantor'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.

**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 governmental 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 reserves or a surety bond for the claim satisfactory to Lender.

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

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

**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 Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor 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, 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 user 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 which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee 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 preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

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

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its 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 Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean 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 prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this

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GENERAL'S LIABILITY. This Mortgage is executed by Grantor, not personally but as Trustee as provided above

...where such consent is required. The granting of such consent by Lender in any instance shall not constitute a waiver of any of the provisions of this Mortgage. Grantor's obligation as to any future transactions. Whenever consent by Lender is required in this Mortgage, Grantor shall obtain the consent of any of Lender's assigns or any of Grantor's assigns with the consent of any other provision. The prior waiver by Lender, not any part of a provision of this Mortgage shall constitute a waiver of such right or any other right. A waiver by Lender in executing any right shall operate as a waiver of such right or any other right. A waiver by Grantor shall not be deemed to have waived any rights under the Mortgage for under the Mortgage Documents unless such waiver is in writing and signed by Lender. No duty or obligation on the part of Lender or Grantor shall be deemed to have been waived by Lender or Grantor.

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

Grantor hereby releases and waives all rights and benefits of the Mortgage. Grantor hereby releases and waives all rights and benefits of the Mortgage. Grantor hereby releases and waives all rights and benefits of the Mortgage. Grantor hereby releases and waives all rights and benefits of the Mortgage.

Subject to the limitations stated in the Mortgage on the part of Grantor's assigns, the Mortgage shall be binding upon and have the benefit of the parties, their assigns and assigns. Grantor shall be deemed to have released and waived all rights and benefits of the Mortgage. Grantor hereby releases and waives all rights and benefits of the Mortgage.

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04-24-1997

Loan No 0250036605

MORTGAGE

(Continued)

Page 3

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 any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Note and indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of any Guarantor.

CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 1101078, DATED JULY 5, 1995 ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE AND NOT PERSONALLY, BUT AS TRUSTEE AS PROVIDED ABOVE, HAS CAUSED THIS MORTGAGE TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED.

GRANTOR: THE CHICAGO TRUST COMPANY *Secretary TCTC*

Chicago Title and Trust Company, as Trustee Under Trust Number 1101078, Dated July 5, 1995

By: *Carolyn J. Pampenella*  
Asst. Vice President

By: *[Signature]*  
Asst. Secretary



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CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

On this 24<sup>th</sup> day of April, 19 97, before me, the undersigned Notary Public, personally appeared CAROLYN PAMPENELLA, Asst. Vice President, and [Signature], Asst. Secretary of Chicago Title and Trust Company, as Trustee Under Trust Number 1101078, Dated July 5, 1995, and known to me to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the 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 therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By: *Alta Di May* Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

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



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04-21-1987  
Loan No. 88200000

MORTGAGE  
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