

# UNOFFICIAL COPY

GEORGE B. COLE  
LEGAL FORMS

JUNIOR  
MORTGAGE (ILLINOIS)  
For Use With Note Form No. 447

FORM NO. 100  
February, 1985

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CAUTION: Credit buyers should use care in using this form. Neither the publisher nor the seller of the form  
warrants or represents with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THIS INDENTURE, made April 19 97, between

Chicago Title and Trust Company, as Trustee Under Trust  
Agreement dated November 26, and known as Trust No. 1103900

171 N. Clark Chicago IL  
(NO AND STREET) (CITY) (STATE)  
herein referred to as "Mortgagor," and City Lands Corporation

5100 N. Harrison Chicago IL 60644  
(NO AND STREET) (CITY) (STATE)

herein referred to as "Mortgagee," witnesseth: Circle Christian Development Corporation (CCDC) is

Above Space For Recorder's Use Only

THAT WHEREAS the said Mortgagee was justly indebted to the Mortgagee upon the promissory note of over one thousand dollars in the sum of

One Hundred Forty-five Thousand Eight Hundred Nineteen and 00/100 (\$145,919.00), payable in the order of and directed to the Mortgagee, in and by which note the Mortgagee promised to pay the said principal  
sum and interest at the rate and terms as provided in said note, with a final payment of the balance due on the 1st day of September  
1997, and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence  
of such appointment, then at the office of the Mortgagee at City Lands Corporation, 5100 N. Harrison, Chicago, IL 60644,

dated December 29, 1994, as amended.

NOW, THEREFORE, the Mortgagee covenants to make the payment of the said principal sum of money and said interest in accordance with the terms, provisions  
and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagee to be performed, and also in  
consideration of the sum of One Dollar in hand paid (the receipt whereof is hereby acknowledged), do by these presents CONVEY AND WARRANT unto the  
Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying  
and being in the City of Chicago, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

See Legal Description attached hereto and made a part hereof.

\* or sooner as provided in said Note.

which, with the property hereinafter described, is referred to herein as the "premises."

Permanent Real Estate Index Number(s): 16-08-416-026 & 16-08-416-032

Address(es) of Real Estate: 5644-56 W. Washington/100 N. Parkside and 114 N. Parkside, Chicago, Illinois

This is a purchase money mortgage.

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, now or hereafter to be made, issues and profits thereon for no  
longer and during all such times as Mortgagee may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and  
all apparatus, equipment or articles now or hereafter therein or on the real estate used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether  
single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, shutters and windows, door  
coverings, inside beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate which is physically attached thereto  
or not, and it is agreed that all similar apparatus, equipment or articles hereinafter placed in the premises by Mortgagee or their successors or assigns shall be  
considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, however, for the purposes and upon the terms  
herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits  
the Mortgagee do hereby expressly release and waive

The name of a record cover is:

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are the agreement  
between by reference and are a part hereof and shall be binding on Mortgagee, their heirs, successors and assigns.

Witness the hand and seal of Mortgagee the day and year first above written.

SEE ATTACHED:

Chicago Title and Trust Company, as Trustee under Trust Agreement  
dated November 26, 1996, and known as Trust No. 1103900, and  
not personally

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ILLINOIS )  
) SS  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that  
as \_\_\_\_\_ and \_\_\_\_\_ of Chicago Title and Trust Company, as Trustee  
as aforesaid, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and  
\_\_\_\_\_ appeared before me this day in person and acknowledged that as such \_\_\_\_\_ and  
\_\_\_\_\_ they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act and deed of said  
Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of April, 1997.

Notary Public

This instrument was prepared by and should be mailed to: Jay Gilbert, Esq., 479 N. Main St., Suite 200, Glen Ellyn, IL 60137

RE RECORDER'S OFFICE BOX NO

BOX 430

01  
MAY

31-18  
28  
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**EXECUTION WITH EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY,  
TRUSTEE UNDER TRUST # 1103900 ATTACHED TO THAT Junior Mortgage  
DATED 04-01-97 TO City Lands Corporation**

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against The Chicago Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, The Chicago Trust Company, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

DATE 05-05-97

The Chicago Trust Company,  
as Trustee aforesaid and not personally,

Corporate Seal

By [Signature]  
Assistant Vice President

Attest [Signature]  
Assistant Secretary

STATE OF ILLINOIS )

COUNTY OF COOK )

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and

Assistant Secretary of The Chicago Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

\*\*\*\*\*  
"OFFICIAL SEAL"  
TEREBA WESCLITZ  
Notary Public, State of Illinois  
My Commission Expires 4/8/98  
\*\*\*\*\*

Given under my hand and Notarial Seal this 5th day of May 1997

Notarial Seal  
A-NOTARY LTR

[Signature]

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## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE)

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

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

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of any note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

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

6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee. Under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or set off any tax lien or other prior lien or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contents thereof, or pay any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be paid by each additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Execution of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee by reason of any default hereunder on the part of the Mortgagors.

8. The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry as to the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim hereof.

9. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall constitute anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained, or (c) upon the sale or transfer of the premises.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to the decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured or (b) preparations for the commencement of any suit for the foreclosure hereof after actual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

11. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that secured by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus shall be distributed to the Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole or in part of (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

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

15. The Mortgagors shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

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

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

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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## Legal Description

The South 1/2 of Lot 44 and all of Lots 45 and 46 (except the East 7 feet of said lots conveyed to the town of Cicero for street) in Block 2 in Waller's Subdivision of the South 43 3/4 acres of the East 1/2 of the South East 1/4 of Section 8, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Address: 114 N. Parkside  
Chicago, Illinois

P.I.N.: 16-08-416-026

Lots 1 and 2 in Frink and Ullman's Addition to Austin, being a Subdivision of Lots 21 to 25 (except the West 7 feet thereof) and Lots 47 to 52 (except the East 7 feet thereof), also that part of alley lying between said Lots, all in Block 2 in Henry Waller's Subdivision of the South 43 3/4 acres of the East Half of the South East Quarter of the Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 5644-56 W. Washington/100 N. Parkside  
Chicago, Illinois

P.I.N.: 16-08-416-032

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