UNOFFICIAL COPY98408101 LOAN NO. __11-507362-2 This instrument was prepared by: Barbara J. Nehr Central Federal Savings and Loan Association of Chicago

Mortgage

(Corporate Trustee Form)

CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

THAT PART OF LOT 23 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 23. THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 23, 73.76 FEET; THENCE SOUTHWESTERLY ALONG FACE OF BRICK BUILDING, 7.02 FEET; THENCE WEST ALONG FACE OF BRICK BUILDING, 0.90 FEET; THENCE SOUTHWESTERLY ALONG FACE OF BRICK BUILDING, 22.10 FEET; THENCE SOUTHEASTERLY ALONG FACE OF BRICK BUILDING, 8.17 FEET; THENCE SOUTH PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 23, 13.92 FEET TO THE SOUTH LINE OF SAID LOT 23; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 23, 89.43 FEET TO THE POINT OF BEGINNING, IN THE SUBDIVISION OF BLOCK 13 IN WILLIAM LILL AND HEIRS OF M. DIVERSEY'S DIVISION OF THE SOUTHWEST HALF OF THE NORTHWEST QUARTER OF SECTION 29; TOWNSHIP 40 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.****

COMMONLY KNOWN AS: 3000-04 N. LINCOLN AVE., CHICAGO, IL 60657

P/R/E/L#14-29-113-034-0000

1601 W. Belmont Ave.

Chicago, IL

7686600

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, includin all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, ai conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereof the furnishings of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors an windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are intended to be and ar hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all ensements an the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgage

BOX 333-CTI

whether now due or herenter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees,

lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

To	¢	4	14	•

said Note.

and the second of the second o
(1) The payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the
principal sum of
****FIVE HUNDRED FORTY TUOUSAND AND NO/100**** DOLLARS (\$ ****540,000,00****).
which Note, together with interest thereon as therein provided, is payable in monthly installments of
****FOUR THOUS NO SEVEN HUNDRED SEVENTEEN AND 96/100**** · · · · DOLLARS (\$ *****4,717.96*****).
commencing on the *** FIRST*** (*** IST***) day of
change annually beginning on APRIL 1, 1999 to reflect changes in the interest rate in effect from time to time, and
which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.
(2) Interest for each man'n shall be added to the unpaid principal balance on the first day of said month at an
annual rate of percent (***) 00%***) above Central Federal Savings prime rate.
All interest shall be computed using \$20 day month on the basis of a year consisting of 360 days. The Mortgagor hereby
acknowledges that the prime rate referred to herein may, at any time during the term of the Note, be greater than the lowest interest
rate charged by the Morigageo to its most cledit worthy customers at any such time. Notwithstanding that the Morigagee may
extend credit at interest rates lower than this prime rate to its most credit worthy customers, the Mortgagor agrees that this prime
rate shall control the rate of interest to be paid hereunder
(3) While any principal hereunder remains unpaid if the prime rate is increased or decreased from the present prime rate,
which is
the interest rate payable hereunder shall be increased or decreased by on amount equal to the amount of such change in the prime
rate, effective as of the first day of the month beginning on APRIL 1, 1999, and on that day of the month
every *****TWELVE***** (****12****) months the reafter until the loan is paid in full. Each date on which
the interest rate could change is called a "Change Date". The Mortgages will then determine the amount of the monthly payment
that would be sufficient to repay in full the principal the Mortgagor is expected to owe on the Change Date in substantially equal
payments based upon the remaining amortization period of the loan. The result of this calculation will be the new amount of the
monthly payment. The new interest rate will become effective on each Change Date. The Mortgagor will pay the amount of the new
monthly payment beginning on each Change Date until the amount of the monthly payment changes again.
(4) In the event of any default in payment of any monthly installment or default in the Mortgage securing the Note, the
interest shall accrue on all the unpaid principal and interest at an annual rate of *****ONE AND OF FLATF*****
percent (***1,50%****) above the current rate in effect at the time of such default until such default is cured. Monthly payments
will be considered delinquent and in default if the full amount of any monthly payment is not received or the 20th day of the month
or on the preceding business day if the 20th falls on a holiday or nonbusiness day.
(5) THE ENTIRE UNPAID PRINCIPAL BALANCE AND ANY UNPAID ACCRUED INTEREST THEREON, IF NOT
SOONER PAID, SHALL BE DUE AND PAYABLE IN FULL ON MAY 1, 2008
(6) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the
release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note
together with such additional advances, in a sum in excess of
****FIVE HUNDRED FORTY THOUSAND AND NO/100**** DOLLARS (\$ ****540,000,00****), provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to
provided that, nothing herein confined shall be considered as thatting the amounts that shall be secured hereby when advanced to protect the security or in accordance with the covenants contained in the Mortgage.
Mateer the security of in negationies with the extension examines in the manifolds.
(2) the preformance of all of the covariants and obligations of the Mortagaper to the Mortagaper as contained berein and in

THE MORTGAGOR COVENANTS: UNOFFICIAL COPY98408101

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof. (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, and sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause satisfactory to the Mortgagee making them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificate of sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a deed pursuant to foreclosure; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute and deliver on behalf of the Mortgagor all necessary proofs of loss, receipts, vou ners, releases and acquittances required to be signed by the insurance companies, and the Mortgagor agrees to sign, upon demand, pli receipts, vouchers and releases required of him to be signed by the Mortgagee for such purpose; and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of the property or upon the indebtedness hereby secured in its discretion, but monthly payments shall continue until said indebtedness is paid in full; (4) Immediately after destruction or damage, to compense and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (5) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of ter not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (8) Not to make, suffer or permit, without the written permission of the Mortgagec being first had and obtained. (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvements, apparatus, apparatus, fixtures or equipment now or hereafter upon said property. (c) any purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property; (9) To complete within a reasonable time any buildings or improvements hower at any time in process of erection upon the premises.

B In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or property, the undersigned promises to pay to the Mortgagee a promitan portion of the current year taxes upon the disbursement of the loan and to pay monthly to the Mortgagee, in addition to the above payments, a sum estimated to be equivalent to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held by it and commingled with other such funds or its own funds for the payment of such items; (b) be carried in a savings account and withdrawn by it to pay such items; or (c) be credited to the unpaid to land indebtedness as received, provided that the Mortgagee advances upon this obligation sums sufficient to pay said items at the same accrue and become physible. If the amount estimated to be sufficient to pay said items is not sufficient, the undersigned promises to pay the difference upon demand. If such sums are held or carried in a savings account or escrow account, the same are hereby pledged to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or billed without fur her arquiry.

C This Mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such advance and shall be a part of said note indebtedness under all of the terms of said note and this contract as fully as if a new such note and contract were executed and delivered. An Additional Advance Agreement may be given and accepted for such advance and provision may be made for different monthly payments and a different interest rate and other express modifications of the contract, but in all other respects this contract shall remain in full force and effect as to said indebtedness, including all advances.

D (1) That in case of failure to perform any of the covenants herein, Mortgagee may do on Mortgagor's behalf everything so covenanted; (2) that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagor will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage with the same priority as the original indebtedness and may be included in any decree foreclosing this mortgage and be paid out of the tents or proceeds of sale of said premises if not otherwise paid; (1) that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder

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(4) that unless Mortgager provides Mortgagee with evidence of the insurance coverage required by this agreement with Mortgagee,

(4) that unless Mortgagor provides Mortgagoe with evidence of the insurance coverage required by this agreement with Mortgagoe, Mortgagoe may purchase insurance at Mortgagor's expense to protect Mortgagoe's interest in the property. This insurance may, but need not protect Mortgagor's interests. The coverage that Mortgagoe purchases may not pay any claim that Mortgagor makes or any claim that is made against the Mortgagor in connection with the property. Mortgagor may later cancel any insurance purchased by Mortgagoe, but only after providing Mortgagoe with evidence that Mortgagor has obtained insurance as required by this agreement. If Mortgagoe purchases insurance for the property, Mortgagor will be responsible for the costs of that insurance, including interest and any other charges Mortgagoe may impose in connection with the placement of the insurance until the effective date of the cancellation or expiration of the insurance. The cost of the insurance may be added to Mortgagor's total outstanding balance or obligation. The cost of the insurance may be more than the cost of insurance Mortgagor may have been able to obtain; and (5) the Mortgagoe shall not incur any personal liability because of anything it may do or omit to do hereunder;

- E That it is the intent hereof to secure payment of said note and obligation whether the entire amount shall have been advanced to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage contract;
- F The in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagor, the Mortgagor may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend time for payment of the debt secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;
- any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, or upon the sale or transfer of the mortgaged property or an assignment of the beneficial interest in said property or an agreement to sell, transfer or assign without the written consent of the Mortgagee, or upon the death of any maker, endorser or guarantor of the note secured hereby, or in the event of the filing of a suit to condemn all or a part of the said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any forcel sure a sale may be made of the premises on masse without offering the several parts separately;
- H That the Mortgagee may employ counsel for advice or other legal service at the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this Instrument, or any itigation to which the Mortgagee may be made a party on account of this lien or which may affect the title to the property securing the indebtedness hereby secured or which may affect said debt or lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt hereby secured. Any costs and expenses reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same and in connection with any other dispute or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the debt hereby secured. All such amounts shall be yield by the Mortgager to the Mortgagee on demand, and if not paid shall be included in any decree or judgment as a part of said avertgage debt and shall include interest at the highest contract rate, or if no such contract rate then at the legal rate. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid amounts, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.
- In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged, provided that any excess over the amount of the indebtedness shall be delivered to the Mortgagor or his assignee.
- J All casements, rems, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure

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decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when carned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, after or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes. First on the interest and then on the principal of the indebtedness hereby secured, before or after any degree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagoe, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may commue until all indebtedness secured hereby is paid in full or until the delivery of a Deed pursuant to a decree foreclosing the lien here? but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hered. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mergagee based upon acts or omissions relating to the subject matter of this puragraph unless commenced within sixty days after mortgagee's possession ceases.

- K. That upon the commencement reary foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with lower to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure said and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there b. a decree therefor in presonam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof.
- L. That each right, power and remedy herein conferred upon the Mortgager, is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgage; and that the powers herein mentioned may be exercised as often as occasion therefor arises.
- M The Corporate Trustee named herein being duly authorized to do so by the trust instrument or by any persons having a power of direction over the Trustee does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage, unless this mortgage, at the time of the execution hereof, covers any land which is improved with a dwelling for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or is intended to be used for agricultural purposes.
- N The right is hereby reserved by the Mortgagee to make partial release or releases of the mortgaged premises hereunder without notice to, or the consent, approval or agreement of other parties in interest, including junior lienors, which partial release or releases shall not impair in any manner the validity of or priority of this mortgage on the mortgaged premises remaining, nor release any guarantor, co-signer, surety or endorser from personal liability for the indebtedness hereby secured.

authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said undersigned, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, co-signer, surety, or endorser, if any. IN WITNESS WIIEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be Sr. Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary, this 30TH day of APRIL ... A.D., 19 98 ... ****LASALLE NATIONAL BANK**** ATTEST: Solely as Trustee as aforesaid and not personally Secretary STATE OF COUNTY OF _COOK Evelyn F. Moore n Notary Potais in and for said County, in the State aforesaid, I, the undersigned. DO HEREBY CERTIFY THAT Joseph W. Lang personally known to me to be the Sr. Vice President a national banking association, and Nancy A. Carlin personally known to my to be the Asst. Secretary of said corporation, and personally known to me to be the same persons whose manufacture subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation 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 _____6th OFFICIAL SEA MAIL TO: NOTARY " CENTRAL FEDERAL SAVINGS AND ly Comit:

This mortgage is executed by the undersigned not personally but as Trustee as aforesaid in the exercise of the power

and authority conferred upon and vested in it as such Trustee (and said undersigned hereby warrants that it possesses full power and

LOAN ASSOCIATION OF CHICAGO

60657

1601 W. BRIMONT AVE.

CHICAGO, IL