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GEORGE E. COLE®
LEGAL FORMS

No. 103
November 1994

MORTGAGE (ILLINOIS) For Use With Note Form No. 1447

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98561177

THIS AGREEMENT, made June 11 1998 between
American National Bank, as T/U/T/A dated 6/8/98
a/k/a Trust No. 124147 - C2

120 S. LaSalle St. Chicago, IL 60603-3400
(No. and Street) (City) (State)

herein referred to as "Mortgagors," and Kennicott Bros.

Company, an Illinois corporation
2660 N. Clybourn Ave., Chicago, IL 60614
(No. and Street) (City) (State)

herein referred to as "Mortgagee," with as th:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of one million four hundred thousand DOLLARS (\$ 1,400,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 11th

day of June, 1999, 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 2660 N. Clybourn Ave., Chicago, IL 60614

NOW, THEREFORE, the Mortgagors to secure 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 Mortgagors 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 IN STATE OF ILLINOIS, to wit:

See Exhibit A attached hereto and made a part hereof

CENTENNIAL TITLE INCORPORATED
19 05 923

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

Permanent Real Estate Index Number(s): see Exhibit A

Address(es) of Real Estate: see Exhibit A

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors 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 thereon 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, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

DEPT-01 RECORDING \$31.00
T40009 TRAN 3067 06/30/98 13:17:00
48949 : CG *--98-561177
COOK COUNTY RECORDER

Above Space for Recorder's Use Only

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TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses 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 Mortgagors do hereby expressly release and waive.

The name of a record owner is: Mortgagors and the Rider attached hereto and said Ride.

This mortgage consists of four pages. The covenants, conditions and provisions appearing on pages 3 and 4 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

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

American National Bank and Trust Company of Chicago, (SEAL) _____ (SEAL)
as Trustee as aforesaid _____

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

BY: [Signature] (SEAL) _____ (SEAL)

State of Illinois, County of Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark J. Do [Signature]

TRUST OFFICER

IMPRESS SEAL HERE

of American National Bank and Trust Company of Chicago personally known to me to be the same person whose name subscribed as such TRUST OFFICER and to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said Bank, the right of homestead.

JUN 16 1998

Given under my hand and official seal, this _____ day of _____ 19____

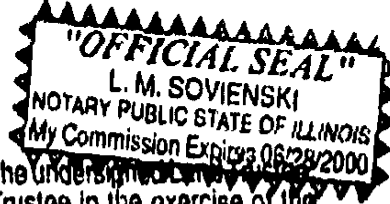
Commission expires _____ 19____ L. M. Sovienski

Anthony L. Frink, McBride Baker & Coles, 500 W. Madison St. 40th Fl., Chicago, IL 60661-2511

Mail this instrument to Anthony L. Frink, McBride Baker & Coles, 500 W. Madison St., 40th Fl. (Name and Address)

Chicago IL 60661-2511 (City) (State) (Zip Code)

OR RECORDER'S OFFICE BOX NO. _____



This instrument is executed by the undersigned not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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BOX 343

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

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 mechanic's 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 liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts 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, then 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 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 the 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 settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much 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. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account 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 into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

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, notwithstanding 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.

10. When the indebtedness hereby 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, appraiser's 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 such 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 accrual 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.

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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 evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the 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 of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in 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 interpreting 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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County Clerk's Office

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RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN MORTGAGE DATED JUNE 11, 1998,
MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 5, 1998, AND KNOWN AS TRUST NO. 124147-02,
TO KENNICOTT BROS. COMPANY, AN ILLINOIS CORPORATION

R-1. To the full extent permitted by law, Mortgagors hereby covenant and agree that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, and hereby voluntarily and knowingly waives, any stay, exemption, redemption, reinstatement, homestead or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof, on its own behalf, on behalf of all parties claiming or having an interest (direct or indirect) by, through or under Mortgagors and on behalf of each and every party acquiring any interest in or title to the premises to the date hereof. To the full extent permitted by law, Mortgagors agree that they will not, by invoking or utilizing any applicable law or statute or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or statute or other restriction have been or will have been made or enacted. To the full extent permitted by law, Mortgagors hereby agree that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the note secured hereby. To the full extent permitted by law, Mortgagors hereby expressly waive any right which they may have to direct the order in which any of the premises shall be sold in the event of any sale thereof pursuant hereto.

R-2. THIS INSTRUMENT IS EFFECTIVE AND SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO ALL GOODS WHICH ARE OR ARE BECOME FIXTURES INCLUDED WITHIN THE PREMISES AND IS TO BE FILED FOR RECORD OR REGISTERED IN THE REAL ESTATE RECORDS OF COOK COUNTY, ILLINOIS. THE MAILING ADDRESS OF MORTGAGEE AND MORTGAGORS ARE SET FORTH WITHIN. A PHOTOGRAPHIC OR OTHER REPRODUCTION OF THIS INSTRUMENT OR ANY FINANCING STATEMENT RELATING TO THIS INSTRUMENT SHALL BE SUFFICIENT AS A FINANCING STATEMENT. MORTGAGORS ARE THE RECORD OWNERS OF THE PREMISES.

R-3. Except to the extent expressly permitted by law without Mortgagee's consent, Mortgagors shall not, without the prior written consent of Mortgagee, create, effect, consent to, suffer or permit any "Prohibited Transfer". A "Prohibited Transfer" is any sale or other conveyance, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation, including but not limited to the entering into of any contract, sale, installment sale or sale under articles of agreement, the placement or granting of liens or the placement or granting of chattel mortgages, conditional sales contracts, financing or security agreements which would be or create an encumbrance, the placement or granting of a mortgage commonly known as a "wrap around" mortgage or an improvement loan, of the premises or any part thereof or interest therein (including but not limited to the sale, transfer or assignment of any leasehold or subleasehold interest in the premises), which occurs, is granted, accomplished, attempted or effectuated without the prior written consent of all of the Mortgagees, in each case whether any such conveyance, sale (installment or otherwise), assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by Mortgagor or any third party, by operation of law or otherwise; provided, however, that the foregoing provisions of this paragraph shall not apply to (i) liens securing the indebtedness evidenced by the note secured hereby, (ii) the lien of current taxes and assessments not yet due and payable, or (iii) liens or encumbrances specifically permitted by the terms of this Mortgage.

R-4. This Mortgage is a "construction mortgage" and this Mortgage secures an obligation incurred for the construction of an improvement on land including the acquisition cost of the land, within the purview and operation of UCC Section 9-313 (810 ILCS 5/9-313). Accordingly, the lien created by this Mortgage shall be a first lien against all fixtures, equipment and other personal property of every kind incorporated in the premises as aforesaid, and such lien shall take precedence and be paramount and superior to any other lien, charge or security interest which any person may claim against such fixtures, equipment or other personal property. The proceeds of the Note are to be disbursed by Mortgagee to Mortgagor from time to time but in no event later than twenty (20) years after the date hereof, in amounts not to exceed the above-stated maximum amount at any one time. All advances and indebtedness arising and accruing under the Note from time to time, shall be secured hereby to the same extent as though the Note were fully incorporated in this Mortgage.

R-5. Mortgagors may attach its usual form of exculpation language to this Mortgage.

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Exhibit A

Legal Description of Land

PARCEL 1:

LOTS 1 TO 5 AND LOTS 26 TO 30 IN BLOCK 2, AND LOTS 10, 10-1/2, 11 AND 12 IN BLOCK 1 IN STEELE AND COCHRAN'S SUBDIVISION OF BLOCK 32 OF CANAL TRUSTEES' SUBDIVISION IN THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO A STRIP OF LAND LYING SOUTH AND ADJOINING THE SOUTH LINE OF SAID LOTS 26 TO 30 IN BLOCK 2, AND LOTS 10, 10-1/2, 11 AND 12 IN BLOCK 1, AS LAID OUT AFORESAID, AND NORTH AND ADJOINING THE NORTH LINE OF HUBBARD STREET AS NOW LOCATED, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 TO 9, BOTH INCLUSIVE, LOT 9-1/2, AND LOTS 13 TO 18, BOTH INCLUSIVE, TOGETHER WITH A STRIP OF LAND LYING SOUTH AND ADJOINING SAID LOTS 17 AND 18 AND NORTH AND ADJOINING THE NORTH LINE OF HUBBARD STREET AS NOW LOCATED (EXCEPT THAT PART OF SAID STRIP AND THAT PART OF LOTS 1 AND 18 LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 7), IN BLOCK 1 IN J. W. COCHRAN'S SUBDIVISION OF BLOCK 32 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.s: 17-07-233-015-0000, 17-07-233-016-0000, 17-07-233-017-0000, 17-07-233-033-0000, 17-07-233-034-0000, 17-07-233-035-0000, 17-07-233-036-0000, 17-07-233-037-0000, 17-07-233-038-0000, 17-07-233-043-0000 and part of 17-07-233-042-0000

Commonly known as: Part of 1640 West Hubbard Street, 1638 West Hubbard and 452 North Ashland, Chicago, Illinois

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