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9770/0040 30 001 Page 1 of 4

1998-09-08 10:30:55

Cook County Recorder 27.00

MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned

RICHVIEW INC.

a corporation organized and existing under the laws of the STATE
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

of ILLINOIS

2873

PROSPECT FEDERAL SAVINGS & LOAN ASSOCIATION BANK

a corporation organized and existing under the laws of the United States of America , hereinafter

referred to as the Mortgagee the following real estate, situated in the County of COOK

in the State of Illinois, to wit:
LOTS 42, 43, 44, 45, 46, 47 AND 48 IN BLOCK 3 IN CRANE'S SUBDIVISION OF
TWP SOUTH 3/4 OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28,
TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS, S.D.

P.L.S. 17-28-318-001
17-28-318-002
17-28-318-003

17-28-318-004
17-28-318-005

MORTGAGE MATURITY DATE IS: OCTOBER 1, 2000

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single unit or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, Venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, modular beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagor, 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 whether it is now or may be in either existing or which may be made by the Mortgagor under the power herein granted to it; it being the intention hereof for (a) to pledge and rents, issues and profits on a parity with said real estate and not severally and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagor 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 exclusive 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 earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents, or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, 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 may 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 attorneys' fees incurred in the exercise of its 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 decree 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 Mortgagor, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagor, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any plus income in its hands. The possession of Mortgagor may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if so directed, be issued then until the expiration of the statutory period during which it may be issued. Mortgagor shall, however, have the discretion to at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagor shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagor based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagor's possession ceases.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagor forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagor evidenced by a note made by the Mortgagor in favor of the Mortgagor, bearing even date herewith, in the sum of

THREE HUNDRED EIGHTY FIVE THOUSAND DOLLARS AND NO/100----- Dollars (\$ 385,000.00),

which note together with interest thereon as provided by said note, is payable in monthly installments of

* DOLLARS (\$ *)
on the FIRST day of each month, commencing with NOVEMBER, 1998 until the entire sum is paid.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

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(c) This opinion also commends the adoption of a new procedure for determining whether there has been any significant change in the financial position of a company during the year. The new procedure requires that the auditor, before proceeding to draw up his report, make a detailed examination of all the relevant documents and information available to him. He must then determine whether there has been any significant change in the financial position of the company during the year. If he finds that there has been such a change, he must draw up a report setting out the nature and extent of the change, and the reasons for it. The report must also state the auditor's opinion as to whether the change is significant or not.

(4) First point under consideration is that the processes have been developed to meet the needs of any particular industry and not for general application. In this connection it may be mentioned that the processes developed by us are based on researches carried out in our laboratories and not on any particular industry.

(4) Turn in the event the owner or operator of a port facility receives notice to the port authority under the Safe Harbor Program, deal with the information in accordance with the requirements of this section.

(5) Turn in the event the port authority receives notice to the port authority under the Safe Harbor Program, deal with the information in accordance with the requirements of this section.

(2) That it is the intent of the legislature to measure payment of aid into state welfare funds by each county in the state on the basis of the amount of money received from the state for the purpose of paying relief to the poor.

(1) That in the case of any of the following it may do or omit to do what it may do or omit to do if it were done by a person not being a director or manager of the company:

- a) carrying on business or carrying on any business or carrying on any part of its business in a manner which it thinks fit;
- b) making any contribution to any other company;
- c) making any contribution to any other company;
- d) making any contribution to any other company;
- e) making any contribution to any other company;
- f) making any contribution to any other company;
- g) making any contribution to any other company;
- h) making any contribution to any other company;
- i) making any contribution to any other company;
- j) making any contribution to any other company;
- k) making any contribution to any other company;
- l) making any contribution to any other company;
- m) making any contribution to any other company;
- n) making any contribution to any other company;
- o) making any contribution to any other company;
- p) making any contribution to any other company;
- q) making any contribution to any other company;
- r) making any contribution to any other company;
- s) making any contribution to any other company;
- t) making any contribution to any other company;
- u) making any contribution to any other company;
- v) making any contribution to any other company;
- w) making any contribution to any other company;
- x) making any contribution to any other company;
- y) making any contribution to any other company;
- z) making any contribution to any other company;

B. THE MORTGAGE FURTHER COVENANTS:

(1) To pay a reasonable fee, not less than \$100 for the expense of a reasonable deposit of the property.

(2) To pay a reasonable fee, not less than \$100 for the expense of a reasonable deposit of the property.

(7) In general, such arrangements of law will be subject to the more general principles and the one difference

(a) Each of the members of Parliament may nominate one or more persons to act as their agents for the purpose of receiving the services of the Auditor.

of them were very much interested in the man before;

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(3) To promote equality and build a harmonious society, we must take measures to reduce the gap between rich and poor.

(3) To demonstrate the way building or improvement now or at any time is proceeds or will proceed upon and

Mostafaie from Kish University, Arashinia from Shahrood University of Technology and the third author from Shahrood University of Technology.

average changes in the number of species per sample were greater than the average changes in the number of species per sample in each of the other three groups. This indicates that the number of species per sample increased more rapidly in the first group than in the other three groups.

A. THE MORTGAGE COVENANTS:

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premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the premises or the security hereof. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, 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.

(6) That each right, power and remedy herein conferred upon the Mortgagee 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 the Mortgagee to require or to 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 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 Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(7) The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage, on its own behalf and on behalf of each and every person, except decree or judgement creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

IN WITNESS WHEREOF, the Mortgagor, has caused these presents to be signed by its President,
and its corporate seal to be hereunto affixed and attested by its Secretary, this 3rd day of
SEPTEMBER A. D. 19 98

ATTEST: *Wallace K. Moy*
Secretary
STATE OF ILLINOIS
COUNTY OF Cook } ss.

RICHVIEW INC.

By: *Jane C. Tipp*
President

I, WALLACE K. MOY, a Notary Public in and for said County, in
the State aforesaid, DO HEREBY CERTIFY THAT F RANCIS TIP
President of RICHVIEW INC

and Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

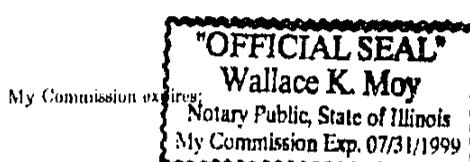
President, and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said

, Secretary then and there acknowledge that he , as custodian of the
corporate seal of said Corporation, did affix said seal to said instrument as his own free and voluntary act and as
the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 3rd

day of SEPTEMBER

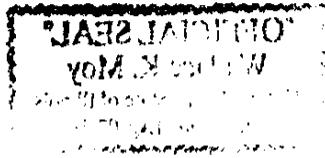
, A. D., 1998



Notary Public

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ADDED PROVISIONS

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LOAN # 50-0511336-2

PROPERTY ADDRESS: 2901-17 S. Halsted St., Chicago, IL 60608

THE ANNUAL INTEREST RATE PAYABLE MONTHLY, ON OUTSTANDING PRINCIPAL BALANCE ON THE LOAN SHALL BE ONE PERCENT (1.00%) IN EXCESS OF THE PRIME INTEREST LENDING RATE IN EFFECT FROM TIME TO TIME, FLOATING, AS PUBLISHED IN THE WALL STREET JOURNAL - MIDWEST EDITION. TO DEMONSTRATE, IF SAID PRIME WOULD BE 8.50%, THEN THE INTEREST RATE ON THE PRINCIPAL BALANCE WOULD BE 9.50%.

BORROWERS PROMISE TO PAY LENDER CONSECUTIVE MONTHLY INTEREST PAYMENTS ON THE FIRST DAY OF THE MONTH BEGINNING NOVEMBER 1, 1998. INTEREST TO BE CALCULATED ON THE BALANCE OF THE PREVIOUS MONTH. SUCH PAYMENTS OF INTEREST SHALL CONTINUE UNTIL OCTOBER 1, 2000.

DEFAULT INTEREST AND INTEREST AFTER THE MATURITY SHALL BE COMPUTED AT TWO PERCENT (2.00%) IN EXCESS OF THE PRIME INTEREST LENDING RATE AFORESAID.

PROSPECT FEDERAL SAVINGS BANK WILL REQUIRE \$30,000.00 FOR EACH PARTIAL RELEASE REQUEST.

RICHVIEW INC.

SIGNATURE

DATE:

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