

Land Trust  
Mortgage

The above space for RECORDER'S USE ONLY

THIS INDENTURE, made October 15, 1985, Witnesseth, that the undersigned American National Bank & Trust Company of Chicago, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated Oct. 4, 1985 and known as its Trust Number 65684, hereinafter referred to as the Mortgagor, does hereby Convey and Mortgage to Independence Bank of Chicago having an office and place of business in Chicago Illinois, hereinafter referred to as the Mortgagee, the following real estate situated in the County of Cook, State of Illinois, to wit:

Lot 1 in Lawndale Manor, being a subdivision of the East 1/2 of Lot 24 and the West 1/2 of the West 1/2 of Lot 25 in Brayton Farms Number Three, being a Subdivision of the Northwest 1/4 of Section 26 (except the West 80 acres thereof) in Township 27 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PTN: 24-26 102-065

Wilshire Apartments  
11901-65 Ridgeway  
Alsip, Illinois

Box 332

3469845

3469845

Advances to Mortgagors. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this mortgage, exceed the original amount of the Note plus US \$ 2,800,000

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

THIS MORTGAGE is executed by the undersigned trustee, not personally but as a Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (and said Trustee, hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note shall be construed as creating any liability on the said Trustee 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 to security hereunder, and that so far as the said Trustee personally is 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 or co-maker, if any.

IN WITNESS WHEREOF, the undersigned trustee not personally but as a Trustee as aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed and attested to, the day and year first above written.

American National Bank & Trust Company of Chicago  
as aforesaid and not personally

CORPORATE SEAL

By [Signature] TRUST OFFICER  
Attest [Signature] ASSISTANT SECRETARY

STATE OF ILLINOIS  
COUNTY OF

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY

certify that the above described officers of the American National Bank & Trust Company of Chicago Grantor, personally known to me to be [Name] and [Name], appeared before me this day in person and acknowledged that they signed and executed 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 officers there acknowledged that the said officers, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as the free and voluntary act and as the free and voluntary act of said Company to the uses and purposes therein set forth.

Done under my hand and Notarial Seal this 15 day of October 1985

[Signature]  
Notary Public

RECORDER'S INDEX PURPOSE - STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

Independence Bank of Chicago  
7936 South Cottage Grove  
Chicago, Illinois 60619  
Attn: Commercial Loan Department

LEGAL DESCRIPTION APPEARING ON PAGE 1 AND OTHER PAGES

10-17-85

TIGER TITLE INSURANCE  
66 WEST WASHINGTON  
CHICAGO, ILLINOIS 60601  
BOX 195955

DELIVER TO  
ADDRESS  
NOTIFIED  
RECORDED

4  
104937

UNOFFICIAL COPY

1. Mortgagors shall (1) promptly repair, restore or rebuild any building 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 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 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. The Mortgagee 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 every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this Mortgage. This paragraph is operative where allowed by Illinois Statutes.

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, Mortgagors may, but need not, make any payment or perform any act hereinafter 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 attorneys' 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 post maturity rate of the note hereby secured, 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 officer 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 thirty days in the performance of any other agreement of the Mortgagors herein contained. and such default continues for 10 days after written notice thereof.

10. When the indebtedness hereby secured shall become due ~~thereby~~ 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 post maturity rate of the note hereby secured, 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.

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 overplus to 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 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 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, in the manner set forth in the Note. Such deposit shall bear 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. 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 of 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.

18. The undersigned will not transfer, assign or in any way hypothecate or attempt to transfer, assign or hypothecate their right, title, interest, or any beneficial interest in the property securing this Note without first obtaining the written consent of the holder. Upon any transfer, assignment or hypothecation of undersigned's right, title or interest or any beneficial interest in said property securing this Note, without the previous written consent of the holder, the principal balance remaining at the time of such transfer, assignment or hypothecation shall at the option of the holder immediately become due and payable. The acceptance of any payment after such transfer, assignment, or hypothecation shall not be construed as the consent of a holder to such assignment, transfer or hypothecation nor shall it affect the right to proceed with such action as the holder shall deem necessary.

Notwithstanding the foregoing, the beneficial interest in the Trust may be assigned to Wilshire Limited Partnership.

3469845

UNOFFICIAL COPY

Chicago, Illinois 60619  
7936 South Cottage Grove  
Chicago, Illinois 60619  
Commercial Dept

INDEPENDENCE BANK OF CHICAGO  
7936 South Cottage Grove  
Chicago, Illinois 60619  
COMMERCIAL DEPARTMENT

IN WITNESS WHEREOF, the undersigned Trustee has caused this instrument to be signed and sealed by its duly authorized officers and its corporate seal to be hereunto affixed and attested to, the day and year first above written.

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104937  
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3469845

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LEGAL RESERVATION IN ALL RIGHTS PROPERTY  
CREATED BY 104937 AND OTHER PROPERTY

10-19-85

N24-11831-14 P

MAIL ROOM  
69 WEST WASHINGTON  
CHICAGO, ILLINOIS 60601  
104937  
10-19-85

DELIVER TO THE  
ADDRESS OF THE  
ADDRESSEE  
DEPT. OF THE  
AMERICAN NATIONAL BANK

as set forth on Exhibit A attached hereto and made a part hereof  
Permanent Index Number: 24-26-102-065

TOGETHER with all the buildings and improvements now or hereafter erected thereon and all appurtenances, apparatus and fixtures and the rents, issues and profits thereof, of every name, nature and kind, for the use and purpose 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 Mortgagees do hereby release and waive.  
This mortgage is given to secure: (1) The payment of a certain indebtedness payable to the order of the mortgagee, evidenced by the Mortgage Note of even date herewith in the principal sum of Two Million Eight Hundred Thousand and No/100 Dollars (\$ 2,800,000) with a final payment due on October 14, 1986, together with interest as follows, and all renewal, extensions, or modifications thereof.  
 Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the rate of \_\_\_\_\_ per cent per annum and after maturity at the rate of \_\_\_\_\_ per cent per annum.  
 Interest on the principal balance remaining from time to time unpaid shall be payable prior to maturity at the prime lending rate of \_\_\_\_\_ per cent per annum (for its successor) plus \_\_\_\_\_ per cent per annum over the said prime lending rate, and after maturity at the said prime lending rate plus \_\_\_\_\_ per cent per annum over the said prime lending rate.  
Any increase or decrease of the rate of interest shall be effective as of the date of said prime lending rate change.  
(2) Future Advances. Upon request of Mortgagee, Lender, at Lender's option, prior to release of this Mortgage, may make future Advances to Mortgagee, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the mortgage when evidenced by this Mortgage, not including sums advanced in accordance therewith to protect the security of this mortgage, exceed the original amount of the Note plus US \$ 2,800,000

THIS MORTGAGE is executed by the undersigned Trustee, (and said Trustee, hereby warrants that it possesses full power and authority to execute this instrument) and it expressly understood and agreed that nothing herein or in any instrument that may be hereafter executed by the undersigned Trustee, or any instrument that may be hereafter executed by the undersigned Trustee, shall be construed to execute this instrument, or to perform any covenant 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 to security hereunder, and in no event 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 or co-maker, if any.  
IN WITNESS WHEREOF, the undersigned Trustee has caused this instrument to be signed and sealed by its duly authorized officers and its corporate seal to be hereunto affixed and attested to, the day and year first above written.

AMERICAN NATIONAL BANK/Trust Company of Chicago  
Trust Officer  
By \_\_\_\_\_  
ASSISTANT SECRETARY  
STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_  
AMERICAN NATIONAL BANK/Trust Company of Chicago

AMERICAN NATIONAL BANK/Trust Company of Chicago  
Trust Officer  
By \_\_\_\_\_  
ASSISTANT SECRETARY  
STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_  
AMERICAN NATIONAL BANK/Trust Company of Chicago

AMERICAN NATIONAL BANK/Trust Company of Chicago  
Trust Officer  
By \_\_\_\_\_  
ASSISTANT SECRETARY  
STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_  
AMERICAN NATIONAL BANK/Trust Company of Chicago

AMERICAN NATIONAL BANK/Trust Company of Chicago  
Trust Officer  
By \_\_\_\_\_  
ASSISTANT SECRETARY  
STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_  
AMERICAN NATIONAL BANK/Trust Company of Chicago



18. The undersigned will not transfer, assign or in any way hypothecate or encumber the property securing this Note without first obtaining the written consent of the holder. Upon any transfer, assignment or hypothecation of the property securing this Note, without the prior written consent of the holder, the principal balance remaining at the time of such transfer, assignment or hypothecation shall at the option of the holder immediately become due and payable. The acceptance of any payment after such transfer, assignment, or hypothecation shall not constitute a discharge of the holder or a discharge of the holder's obligation to pay the principal balance of the Note.

1. The Mortgages shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. In the manner set forth in the Note. Such deposit shall bear interest.
2. The Mortgages shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
3. 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 enforcing the same in an action at law upon the note hereby secured.
4. The Mortgages shall be permitted for that purpose.
5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, an 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 remaining unpaid on the Note; fourth, any amount in excess of the amount of all such items as are mentioned in the preceding paragraph hereof, shall be distributed to the holder of the Note.
6. 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 to the holder of the mortgage or the mortgagor, at the time of application for such receiver and without regard to the value of the premises or whether or not the mortgagor is then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rent, 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 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.
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Chapter

3469845