

UNOFFICIAL COPY

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CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

3555008

THIS INDENTURE made September 19, 1986, between

Western National Bank of Cicero as Trustee under Trust Agreement dated January 7, 1986 and known as Trust No.

9717, of 5801 W. Cermak Road, Cicero, IL 60650

(NO. AND STREET) (CITY) (STATE)

herein referred to as "Mortgagors," and Illinois Department of Commerce and Community Affairs, of 100 West Randolph

Street, Suite 3-400, Chicago, IL 60601

(NO. AND STREET) (CITY) (STATE)

Above Space For Recorder's Use Only

herein referred to as "Mortgagee," witnesseth:  
Excel Industries, Inc. ("Excel") an Illinois Corporation, is  
THAT WHEREAS the Mortgagors justly indebted to the Mortgagee upon the instrument note of even date herewith, in the principal sum of Five Hundred Thousand (500,000.00) Excel DOLLARS (\$500,000.00), payable to the order of and delivered to the Mortgagee, in and by which note ~~the Mortgagors~~ Excel 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 1st day of November 1986, 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 620 East Adams Springfield Illinois 62701

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 MORTGAGE into the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

See Exhibit A attached hereto and made a part hereof.

This Document is signed by WESTERN NATIONAL BANK of CICERO, not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the WESTERN NATIONAL BANK of CICERO, personally, or as Trustee, to secure for any of the covenants, conditions or provisions of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or completion of the title of said property or for any agreement with respect thereto. Any and all personal liability of the WESTERN NATIONAL BANK of CICERO is hereby expressly waived by the parties hereto and their respective successors and assigns.

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

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 of 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.

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: Mortgagor \* and Rider consisting of four pages

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 1 (the reverse side of the mortgage) 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.

STATE OF ILLINOIS, } SS.  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the WESTERN NATIONAL BANK OF CICERO, a Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument pursuant to authority, given by the Board of Directors of said Corporation, as said Assistant Secretary's 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 19th Day of September A.D. 19 86

Adrian Case  
My Commission Expires Nov. 16, 1987 Notary Public

(CITY) (STATE) (ZIP CODE)  
OR RECORDER'S OFFICE BOX NO.

10-2-86 Ave. Affected by  
1395260, 1395261, 1395262, 1395263, 1395264, 1395265, 1395266, 1395267, 1395268, 1395269, 1395270, 1395271, 1395272, 1410261  
NOTE: 11/21/86  
11/21/86 219015/N-21-13752-14

3555008

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# UNOFFICIAL COPY

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

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from 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 to 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. 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 Mortgagee 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.

The first mortgage and then to

6. Mortgagors shall own all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and wind (or 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 the 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, on promise 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 ~~highest rate now permitted by Illinois law~~ default rate of interest under the Note. 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. Further

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, (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained, default rate of interest under the Note

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, 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 or had or may be made 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~~ default rate of interest under the Note 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 surplus 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 or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

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

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

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

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held in 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.

and the failure to cure the same within 10 days after written notice to Mortgagors from the Mortgagee

30 days after written notice to Mortgagors from the Mortgagee

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OR RECORDER'S OFFICE BOX NO.

(ZIP CODE)

(STATE)

(CITY)

Suite 3-400, Chicago, Illinois 60601

Illinois Department of Commerce and Community Affairs, 100 West Randolph St.,

Barry H. Bratman, D'Ancona & Plaum, 30 N. LaSalle St., Chicago, IL 60601

Commission expires

day of 19

right of homestead. free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the

appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument as

personally known to me to be the same person whose name subscribed to the foregoing instrument,

MPRESS SEAL HERE

In the State aforesaid, DO HEREBY CERTIFY that

State of Illinois, County of

I, the undersigned, a Notary Public in and for said County

Its: Asst. Secretary CAROL ANN WEBER

Its: Vice President, David M. Augustyn

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

WESTERN NATIONAL BANK OF CINCINNATI

as Trustee as aforesaid

By: [Signature]

By: [Signature]

By: [Signature]

See Exhibit A attached hereto and made a part hereof.

and being in the City of Chicago, COUNTY OF COOK AND STATE OF ILLINOIS, to wit: NOW, THEREFORE, the Mortgagee to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND MORTGAGE into the

of such appointment, then at the office of the Mortgagee at 680 East Adams, Springfield, Illinois 62701 sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on the 1st day of NOVEMBER 1986, payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagee promises to pay the said principal sum of Five Hundred Thousand Dollars

THAT WHEREAS the Mortgagee is indebted to the Mortgagee upon the instrument just herein, in the principal sum of

herein referred to as "Mortgage," which is

Excels Industries, Inc. ("Excel") an Illinois Corporation, is

9717, of 5801 W. Cermak Road, Cicero, IL 60650

herein referred to as "Mortgage," and Illinois Department of

Commerce and Community Affairs, of 100 West Randolph

Street, Suite 3-400, Chicago, IL 60601

(NO AND STREET) (CITY) (STATE)

(NO AND STREET) (CITY) (STATE)

Agreement dated January 7, 1986 and known as Trust No.

Western National Bank of Cicero as Trustee under Trust

THIS INDENTURE, made

September 19, 1986, between

September 19, 1986

September 19, 1986

September 19, 1986

September 19, 1986

September 19, 1986

September 19, 1986

September 19, 1986

September 19, 1986

September 19, 1986

September 19, 1986

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FORM NO. 103 April, 1980

MORTGAGE (ILLINOIS) Form No. 1447

CAUTION - Certain items before being used or acting under the N. M. Act must be filed with the Recorder of Deeds, and enclosed

GEORGE & COLE LEGAL FORMS

101395258  
395266, 1395268  
261  
TWR 219015/N-24-13252-14  
NOTICE

[Signature]

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

1. Mortgages shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics or liens or claims for lien not expressly subordinated to the lien hereof; (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) comply with all requirements of law or municipal ordinances which may apply to the premises and the use thereof; (5) make no material alterations, improvements or additions to the premises without the written consent of the Mortgagee.

2. Mortgagee 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 hereafter Mortgagee shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagee may desire to contest.

3. In the event 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 Mortgagee, 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 Mortgagee, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that in the opinion of counsel for the Mortgagee, (a) it might be unlawful to require Mortgagee 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 Mortgagee, 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 Mortgagee covenants and agrees to pay such tax in the manner required by any such law. The Mortgagee further covenants 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 Mortgagee are not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagee shall have such privilege of making repayments on the principal of said note (in addition to the required payments) as may be provided in said note.

6. Mortgagee 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 money sufficient either to pay the cost of rebuilding or to pay in full the indebtedness secured hereby, all in compliance satisfactory to the Mortgagee. The Mortgagee shall also maintain such policies, 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 hereon, Mortgagee may, but need not, make any payment or perform any act hereinafter required of Mortgagee in any form and manner deemed appropriate, and may, but need not, make full or partial payments of principal or interest, or redeem from any form and manner deemed appropriate, or settle any tax lien or other prior lien or title or claim thereon, or redeem from any tax sale or foreclosure 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 permitted by law. The Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereon on the part of the Mortgagee.

8. The Mortgagee making any payment hereon authorized relating to taxes or assessments, may do so according to any bill, statement or estimate provided or estimated 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, foreclosure, tax lien or title or claim thereon.

9. Mortgagee 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 Mortgagee, all unpaid indebtedness secured by this mortgage shall, notwithstanding any payment 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 Mortgagee herein contained.

10. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof, in any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to terms) to be expended after entry of the decree of foreclosure, and examination, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to the title hereof, which may 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 the paragraph mentioned shall be so much additional indebtedness secured hereby and immediately due and payable, with interest thereon, at the highest rate permitted by law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, in 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 liens 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 Mortgagee, 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 competency or insolvency of Mortgagee at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be 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 Mortgagee, 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 Mortgagee shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises, the 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 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 thereon 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 Mortgagee and all persons claiming under or through Mortgagee, and the word "Mortgagee" 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.

and the failure to cure the same within 10 days after written notice to Mortgagee from the Mortgagee

3555008

30 days after written notice to Mortgagee from the Mortgagee

RJM:CL  
Excel/Rider  
CL33/09-17-86

ORDER TO MORTGAGE DATED Sep. 19, 1986 BETWEEN  
WEST NATIONAL BANK OF CICERO, A NATIONAL BANKING  
ASSOCIATION, NOT PERSONALLY BUT AS TRUSTEE UNDER A  
TRUST NUMBER DATED JANUARY 7, 1986 AND KNOWN AS TRUST NO. 9717  
AND THE ILLINOIS DEPARTMENT OF COMMERCE AND COMMUNITY AFFAIRS

11. Notwithstanding anything to the contrary, Mortgagor may contest any lien or claim for lien upon furnishing Mortgagee security and indemnification reasonably satisfactory to the Mortgagee for the final payment and discharge thereof or upon establishment of a title indemnity therefor with a title insurance company licensed to do business in Illinois, and in such event the existence of such lien or claim shall not be a default hereunder.

12. In the event of a casualty loss, Mortgagor is hereby authorized to settle and adjust any claim under any insurance policies with the consent of the first mortgagee of the premises. If Mortgagor elects to restore or replace the damaged or destroyed building or improvements and Mortgagor is not otherwise in default hereunder following the expiration of any applicable notice and cure periods, such insurance proceeds shall be held in an interest bearing account with a title insurance company and shall be used to reimburse Mortgagor for the cost of restoration and repair of the premises in accordance with the terms of any first mortgage, with any excess being paid to the first mortgagee, and the premises shall be promptly and diligently restored by Mortgagor to the equivalent of its condition immediately prior to the casualty and with no substantial diminution in the value of the building in comparison with that

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

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immediately prior to the casualty, in accordance with the original plans and specifications, or to such other condition as any first mortgagee may approve in writing and Mortgagor shall deposit with such title insurance company any additional costs of such restoration or repair in excess of such insurance proceeds. In all other cases, such insurance proceeds may, at the option of the first mortgagee, be applied in reduction of the indebtedness secured thereby.

13. In the event of the commencement of condemnation or eminent domain proceedings against the premises or any part thereof, or the threat thereof, Mortgagor may use the proceeds or award resulting therefrom or from any settlement thereof to rebuild or restore the improvements on the premises.

14. This is a junior mortgage and shall be subject and subordinate to the existing first mortgage on the premises and in the event of the release of the existing first mortgage, this Mortgage shall be subject and subordinate to any other mortgage now or hereafter created which creates a principal indebtedness of not more than \$3 million (excluding without limitation, interest, costs, attorneys' fees and other similar charges) and which is denominated therein as a first mortgage. In the event of any conflict or inconsistency between this Mortgage and any first mortgage on the premises, the latter shall supercede and control.

15. Any and all notices permitted or required hereunder shall be in writing and shall be sent by United States registered or certified mail, postage prepaid, and addressed c/o Rodney E.

3555008

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20200119



Arenson, Ex-Cel Industries, Inc., 6001 West Dickens Avenue,  
Chicago, Illinois 60639.

THIS MORTGAGE is executed by the Western National Bank of Cicero, 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 Western National Bank of Cicero 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 contained shall be construed as creating any liability on the said Mortgagors or its beneficiary or on said Western National Bank of Cicero 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 Mortgagors and its successors and said Western National Bank of Cicero 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.

3555008

(SEAL)

Attest:

Carol Ann Weber  
Its Asst. Secretary, Carol Ann Weber

WESTERN NATIONAL BANK OF CICERO  
as Trustee as aforesaid and not individually

BY: David M. Augustyn  
Its Vice President, David M. Augustyn

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STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that David M. Augustyn, Vice President of the WESTERN NATIONAL BANK OF CICERO, a corporation, and Carol Ann Weber, Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument pursuant to authority, given by the Board of Directors of said Corporation, as said Assistant Secretary's 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 19th day of September, 1986.

(SEAL)

*Roberta Lisa*  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires Nov. 15, 1987

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Property of Cook County Clerk's Office

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HARRY (BUS) YOURELL  
REGISTRAR OF TITLES

Submitted by \_\_\_\_\_  
Address \_\_\_\_\_  
Promised \_\_\_\_\_  
Delivered \_\_\_\_\_  
Date \_\_\_\_\_  
D \_\_\_\_\_  
A \_\_\_\_\_  
Net \_\_\_\_\_  
ALICE LIFE INSURANCE  
88 WEST WASHINGTON STREET  
CHICAGO ILLINOIS 60602  
BOX 332  
FTL 219015

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PARCEL 1:

Lots 34 through 45 in Block 3 in Grand Avenue Estates, being a Subdivision of the East 1/4 of the Northwest 1/4 of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian, except the South 465 feet thereof, according to Plat filed in the Registrar's Office as Document No. 40221, in Cook County, Illinois.

PARCEL 2:

Lots 39 through 51 in Block 4 in Grand Avenue Estates, being a Subdivision of the East 1/4 of the Northwest 1/4 of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian, except the South 465 feet thereof, according to Plat filed in the Registrar's Office as Document No. 40221, in Cook County, Illinois.

PARCEL 3:

Lots 24 and 25 in Block 9 in Grand Avenue Estates, being a Subdivision of the West 1/2 of the East 1/2 of the Northwest 1/4 of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian, (except railroad right of way) according to Plat filed in the Registrar's Office as Document No. 41516, in Cook County, Illinois.

PARCEL 4:

Lot 25 in Block 10 in Grand Avenue Estates, being a Subdivision of the West 1/2 of the East 1/2 of the Northwest 1/4 of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian, (except railroad right of way) according to Plat filed in the Registrar's Office as Document No. 41516, in Cook County, Illinois.

PARCEL 5:

All that part of the East 1/2 of the Northwest 1/4 of Section 32, Township 40 North, Range 13, lying South of the South line of Dickens Avenue, North of the North line of the right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company and West of the West line of the East 33.0 feet of said East 1/2 of the Northwest 1/4 of said Section 32, Township 40 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois.

PARCEL 6:

Part of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian, being a triangular shaped tract of land, described as follows. Beginning at a point in the East line of said Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4, 122 feet North of the Southeast corner thereof; thence South along the said East line 72 feet, more or less, to the North line of the right of way of the Chicago, Milwaukee and St. Paul Railroad Company; thence West along the North line of said right of way, 355.0 feet; thence Northeasterly in a straight line 310 feet, more or less, to a point which is 116 feet North of the South line of said Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 and 52 feet West of the East line thereof; thence Northeasterly in a straight line 52.3 feet, more or less, to the place of beginning, in Cook County, Illinois.

The title to the subject property has been registered under "An Act Concerning Land Titles", commonly known as the Torrens Act.

Permanent Tax Number: [REDACTED]

Volume: 365

3555008

- # 13-32-123-033 Lot 34
- 034 Lot 35
- 035 Lot 36
- 036 Lot 37
- 062 Lot 38
- 061 Lot 39
- 060 Lot 40
- 059 Lot 41
- 058 Lot 42
- 057 Lot 43
- 056 Lot 44
- 055 Lot 45

Parcel 1

- # 13-32-122-034 Lot 39
- 035 Lot 40
- 064 Lot 41
- 063 Lot 42
- 062 Lot 43
- 061 Lot 44
- 060 Lot 45
- 059 Lot 46
- 058 Lot 47
- 057 Lot 48
- 056 Lot 49
- 055 Lot 50
- 054 Lot 51

Parcel 2

- # 13-32-121-024 Lot 24
- 025 Lot 25

Parcel 3

- # 13-32-120-025 Lot 25

Parcel 4

- # 13-32-126-001 (Blocks 27, 28 All)
- 13-32-127-001 (Blocks 25, 26 All)

Parcel 5

- # 13-32-125-002-0000 ALL

Parcel 6

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Permanent Tax Number: 13-32-123-034 (Affects Lot 35 of Parcel 1)	Volume: 365
Permanent Tax Number: 13-32-123-035 (Affects Lot 36 of Parcel 1)	Volume: 365
Permanent Tax Number: 13-32-123-036 (Affects Lot 37 of Parcel 1)	Volume: 365
Permanent Tax Number: 13-32-123-055 (Affects Lot 45 of Parcel 1)	Volume: 365
Permanent Tax Number: 13-32-123-056 (Affects Lot 44 of Parcel 1)	Volume: 365
Permanent Tax Number: 13-32-123-057 (Affects Lot 43 of Parcel 1)	Volume: 365
Permanent Tax Number: 13-32-123-058 (Affects Lot 42 of Parcel 1)	Volume: 365
Permanent Tax Number: 13-32-123-059 (Affects Lot 41 of Parcel 1)	Volume: 365
Permanent Tax Number: 13-32-123-060 (Affects Lot 40 of Parcel 1)	Volume: 365
Permanent Tax Number: 13-32-123-061 (Affects Lot 39 of Parcel 1)	Volume: 365
Permanent Tax Number: 13-32-123-062 (Affects Lot 38 of Parcel 1)	Volume: 365
Permanent Tax Number: 13-32-122-034 (Affects Lot 39 of Parcel 2)	Volume: 365
Permanent Tax Number: 13-32-122-035 (Affects Lot 40 of Parcel 2)	Volume: 365
Permanent Tax Number: 13-32-122-054 (Affects Lot 51 of Parcel 2)	Volume: 365

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Permanent Tax Number: 13-32-122-055 (Affects Lot 50 of Parcel 2)	Volume: 365
Permanent Tax Number: 13-32-122-056 (Affects Lot 49 of Parcel 2)	Volume: 365
Permanent Tax Number: 13-32-122-057 (Affects Lot 48 of Parcel 2)	Volume: 365
Permanent Tax Number: 13-32-122-058 (Affects Lot 47 of Parcel 2)	Volume: 365
Permanent Tax Number: 13-32-122-059 (Affects Lot 46 of Parcel 2)	Volume: 365
Permanent Tax Number: 13-32-122-060 (Affects Lot 45 of Parcel 2)	Volume: 365
Permanent Tax Number: 13-32-122-061 (Affects Lot 44 of Parcel 2)	Volume: 365
Permanent Tax Number: 13-32-122-062 (Affects Lot 43 of Parcel 2)	Volume: 365
Permanent Tax Number: 13-32-122-063 (Affects Lot 42 of Parcel 2)	Volume: 365
Permanent Tax Number: 13-32-122-064 (Affects Lot 41 of Parcel 2)	Volume: 365
Permanent Tax Number: 13-32-121-024 (Affects Lot 24 of Parcel 3)	Volume: 365
Permanent Tax Number: 13-32-121-025 (Affects Lot 25 of Parcel 3)	Volume: 365
Permanent Tax Number: 13-32-120-029 (Affects Parcel 4)	Volume: 365

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Permanent Tax Number: 13-32-127-001      Volume: 365  
(Affects that part of Parcel 5 falling in Blocks 25 and 26 and those parts of vacated Armitage Avenue, McVicker Avenue, Meade Avenue and the North-South 16 foot alleys in Blocks 25 and 26 appurtenant to said blocks.)

Permanent Tax Number: 13-32-126-001      Volume: 365  
(Affects that part of Parcel 5 falling in Blocks 27 and 28 and those parts of vacated Armitage Avenue, Meade Avenue, Moody Avenue, Melvina Avenue and the North-South 16 foot alleys in blocks 27 and 28 appurtenant to said blocks.)

Permanent Tax Number: 32-32-125-002      Volume: 365  
(Affects Parcel 6)

Address:

6001 W. Dickens  
Chicago, Ill.

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