

UNOFFICIAL COPY

0 3 0 1 3 9 8 5

Rider III

Mortgagor covenants and agrees:

- 1) To keep the Premises free from environmental defects and hazards; and not to conduct or permit to be conducted on the Premises any activity that would result in the contamination of or an environmental defect on the Premises. Mortgagor further agrees that if Mortgagor keeps, stores, or dumps, or permits the keeping, storing, or dumping, either temporarily or permanently, of any hazardous substance on the Premises, Mortgagor will do so in full compliance with any and all applicable state and federal laws and will manage the hazardous substances so as to prevent any resulting environmental defect or hazard. For purposes of this Mortgage, "hazardous substances" shall have the definition set out in the Illinois Environmental Protection Act.
- 2) In the event that any action, civil or criminal, by any person or governmental agency is brought against the Mortgagor or Mortgagee alleging a violation of any law, regulation, or right relating to the environmental contamination of the Premises, and a fine or judgment is thereafter rendered against the Mortgagor or Mortgagee, the Mortgagor agrees to pay within thirty (30) days such fine or judgment in order to remove any resulting lien from the Premises. In the event Mortgagee is held in any way responsible for the payment of such fine or judgment, Mortgagor hereby expressly agrees to indemnify Mortgagee and make it whole for any amounts Mortgagee expends for the payment of such fine or judgment, including clean-up costs, in whatever form and in whatever amount assessed. Mortgagor further agrees that any amounts Mortgagee so expends will be added to Mortgagor's total indebtedness under the Note.

759893

58614085

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1/15/2015

UNOFFICIAL COPY

Rider 1
(BUSINESS)

RIDER ATTACHED TO TRUST DEED DATED July 21, 1989

From LaSalle National Bank as Trustee U/T/A #24-6770-10

TO CHICAGO TITLE AND TRUST COMPANY, TRUSTEE

The Mortgagor further agrees to deposit with the Northwest National Bank of Chicago on each monthly payment date an amount equal to 1/12th of the general real estate taxes for the current year and of the annual hazard insurance premiums on the real estate secured by the mortgage described above.

In the event that the Mortgagor shall convey title to or otherwise suffer or permit its equity of redemption in the property described in this mortgage to become vested in any person or persons other than the Mortgagor or a successor trustee under the Trust Agreement as Trustee of which Mortgagor has executed this mortgage, or in the event that the present owner or owners of all or any part of the beneficial interest under the hereinabove described Trust Agreement, a Trustee of which Mortgagor has executed this mortgage, shall cause or permit any conveyance of all or any part of their interest under the Trust Agreement, or cause or permit said interest, to become vested in any manner or proportion different from that existing on the date of this mortgage (except when the difference in such manner or proportion results solely from a bequest or operation of law upon the death of any such owner who is an individual) then in either such event, Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare all sums secured hereby immediately due and payable and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises or mass without offering the several parts separately, acceptance by the Mortgagee of any mortgage payments made by any person or persons other than the Mortgagor shall not be deemed a waiver by the Mortgagee of its rights to require or enforce performance of this provision or to exercise the remedies hereunder. For the purposes of this provision, the word "person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a governmental or political subdivision thereof or any one or more in combination of the foregoing. Whenever the Mortgagee shall elect to declare all sums secured hereby immediately due and payable in accordance with this provision, it shall give written notice to the Mortgagor and to the Mortgagor's successors in title not less than thirty (30) days prior to the effective date of such acceleration. Such notice shall be deemed to have been given upon the mailing thereof by registered or certified mail, postage prepaid, addressed to the last known address of the Mortgagor and of the Mortgagor's successor in title as recorded upon the books of the Mortgagee, but if no such address be so recorded then to the address of the mortgaged property.

Where the term "Mortgagee" has been used in the above paragraph, it shall be construed to mean the Holder of the Note. The First Party hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on its own behalf and on behalf of each and 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 Trust Deed.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

TRUST DEED

5/16/97
Box 1384
Chicago, IL 60606

LaSalle National Bank
3813985

3813985

THE ABOVE SPACE FOR RECORDERS USE ONLY

LaSalle National Bank

539 South La Salle Street
CHICAGO, ILLINOIS 60606

FORM 8045 AP (5/74)

CHI
CHICAGO TITLE INS

72-19-776

1983 AUG 1 PM 2 02

FOR THE PROTECTION OF BOTH THE BORROWER AND THE LENDER, THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO THIS DEED:

OFFICIAL SEAL
Notary Public, State of Illinois
My Comm. Expires on 11/19/97

1. This deed is made this 15th day of May, 1997, by and between the undersigned Trustee, LaSalle National Bank, and the undersigned Borrower, Kathy Pacansky.

2. The Trustee, LaSalle National Bank, hereby certifies that it is duly organized and validly existing under the laws of the State of Illinois, and that it is authorized to execute this deed.

3. The Borrower, Kathy Pacansky, hereby certifies that she is of legal age and sound mind, and that she is authorized to execute this deed.

4. The Borrower, Kathy Pacansky, hereby certifies that she is not a party to any other deed or instrument which affects the same premises described in this deed.

5. The Borrower, Kathy Pacansky, hereby certifies that she is not a party to any other deed or instrument which affects the same premises described in this deed.

6. The Borrower, Kathy Pacansky, hereby certifies that she is not a party to any other deed or instrument which affects the same premises described in this deed.

7. The Borrower, Kathy Pacansky, hereby certifies that she is not a party to any other deed or instrument which affects the same premises described in this deed.

8. The Borrower, Kathy Pacansky, hereby certifies that she is not a party to any other deed or instrument which affects the same premises described in this deed.

9. The Borrower, Kathy Pacansky, hereby certifies that she is not a party to any other deed or instrument which affects the same premises described in this deed.

5863185

Property of Cook County Clerk's Office