

TOGETHER with all buildings, improvements, tenements, gasmains, fixtures, and appliances thereon belonging, and all rents, issues and profits hereof for so long and during all such times as Mortgagee may be entitled thereto (which are pledged primarily and on a pari passu with said real estate and not secondarily), and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, cutlery, fixtures, partitions, attached door covering, now or hereafter therein or thereon and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing):

(a) If the improvements consist of a hotel, motel or furnished apartment (all other furnished apartments) all other fixtures, apparatus, equipment, furniture, furnishings, and articles used or useful in connection with the hotel, motel or furnished apartment business now or hereafter conducted upon said premises, or (b) If the improvements consist, in whole or in part, of unfurnished apartments (all other fixtures, apparatus, equipment and articles of the type and character customarily furnished by landlords to tenants or occupants of unfurnished apartment properties in the municipality in which the premises are located, or

(c) If the improvements consist of a residence, other than an apartment type building) all washing machines, clothes dryers, waste disposal units, attached fans, ducts, automatic dishwashers, and radio and television sets, or (d) If the improvements consist of a commercial building, manufacturing plant or other type of improvements useful for industrial or commercial purposes) all fixtures, apparatus, equipment and articles, other than such as consisting of trade fixtures used in the operation of any business conducted upon the premises as distinguished from fixtures which relate to the use, occupancy and enjoyment of the premises,

5859 N. Glenwood Ave., Chicago, IL 60660 more commonly known as:

3838852

I.D. #14-05-310-023-0000



LOT THIRTY TWO AND LOT THIRTY THREE IN BLOCK TWO IN CAIRNDUFF'S ADDITION TO EDgewater, IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD EASTERN MERIDIAN, IN COOK COUNTY, ILLINOIS.

City of Chicago, County of Cook, and State of Illinois, to-wit: NOW, THEREFORE, the Mortgagee to secure the payment of all sums payable under the Note and all sums payable in accordance with the terms, provisions and limitations of this mortgage, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, does by these presents MORTGAGE, WARRANT, GRANT, REMISE, RELEASE, ALIEN and CONVEY unto the Mortgagee, its successors and assigns, the following described real estate and all of its estate, right, title and interest therein, with the City of Chicago, County of Cook, and State of Illinois, to-wit: (\$ 161,600.00)

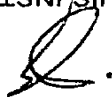
THAT, WHEREAS the Mortgagee has concurrently herewith executed and delivered a promissory note bearing even date herewith ("Note") in the principal sum of ONE HUNDRED SIXTY ONE THOUSAND SIX HUNDRED AND 00/100

October 23 1989
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
October 23 1989
Chicago, Illinois 60603
One South Dearborn Street
Corporate Office
CITICORP SAVINGS®
Telephone (1 312 977 5000)
LOAN#: 01-002805-3

TRUSTEE MORTGAGE

3838852

THIS INSTRUMENT WAS PREPARED BY:



NOTE IDENTIFIED

51210953

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6. Mortgagee's Interest in and Use of Deposits. In the event of a default in any of the provisions contained in this mortgage or in the Note, the Mortgagee may at the option, without being required to do so, apply any monies at the time on deposit pursuant to paragraph 5 hereof, as any one or more of the same may be applicable, on any of Mortgagee's obligations hereon or in the Note continued, in such order and manner as the Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagee or to the then owner or owners of the mortgaged premises. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall not be subject to the direction or control of the Mortgagee; provided, however, that the Mortgagee shall not be liable for any failure to apply to the payment of taxes, assessments, water and sewer charges and insurance premiums any amount so deposited unless Mortgagee, which not in default hereunder, shall have requested Mortgagee in writing not less than thirty (30) days prior to the date thereof to make application of such funds to the payment of the particular taxes, assessments or insurance premiums for payment of which they were deposited, accompanied by the bills for such taxes, assessments and insurance premiums.

7. Mortgagee's Right to Act. If Mortgagee fails to pay any claim, lien or encumbrance which shall have a prior lien to the lien of this indenture, or if there be commenced any action or proceeding affecting the premises, or the title thereto, then Mortgagee, at the option, may pay such claim, lien, encumbrance, tax, assessment, or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money as it deems necessary. Mortgagee shall be the sole judge of the liability, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof. Mortgagee will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this paragraph, together with interest on each such advance at the rate set forth in the Note, and all such sums and interest thereon shall be secured hereby.

8. Adjustment of Losses and Application of Proceeds of Insurance. In case of loss, the Mortgagee (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (a) to sell, collect, compromise and adjust, in its discretion, any claim under such insurance policies without consent of Mortgagee, or (b) to allow Mortgagee to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receive for any such insurance money. Mortgagee agrees to sign, upon demand by Mortgagee, all receipts, vouchers and releases under the terms of any lease or leases which are or may be prior to the lien of this mortgage, and (c) such damage, destruction or loss or replacement or replacement of damaged or destroyed buildings or improvements, such as buildings, and (d) such proceeds, and application to restore or replace the damaged or destroyed buildings or improvements in the judgment of Mortgagee, such insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss the court may direct. In case of the foreclosure of this mortgage, the court, in its decree may provide that the mortgagee's claims attached to such of said insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of one or more mortgages under said decree, pursuant to the statute in such case made and provided, then and in every such case, each successive redeemer may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached to the mortgage, making the loss the court may direct. In the event of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceeding, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall be entitled to the same or as insured in any such proceeding. In case of the foreclosure of this mortgage, the court, in its decree may provide that the mortgagee's claims attached to such of said insurance policies may be cancelled and a new loss clause to be attached to the mortgage, making the loss the court may direct. In the event of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceeding, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall be entitled to the same or as insured in any such proceeding. In case of the foreclosure of this mortgage, the court, in its decree may provide that the mortgagee's claims attached to such of said insurance policies may be cancelled and a new loss clause to be attached to the mortgage, making the loss the court may direct. In the event of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policy or policies, if not applied as aforesaid in rebuilding or restoring the buildings or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceeding, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall be entitled to the same or as insured in any such proceeding.

9. Stamp, Transfer or Revenue Tax. If, by the laws of the United States of America, or of any state having jurisdiction over the Mortgagee or the premises, any tax is due or becomes due in respect of the issuance of the Note or this Mortgage, 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 agrees to indemnify the Mortgagee, the excessor or assign, against any liability incurred by reason of the imposition of any such tax.

10. Prepayment Privilege. At such time as the Mortgagee is not in default under the terms of the Note or under the terms of this Mortgage, the Mortgagee shall have such privilege of making prepayments on the principal of the Note (in addition to the required payments) as may be provided in the Note, and in accordance with the terms and conditions, if any, set forth in the Note.

11. Effect of Exclusions of Time. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be removed by the Mortgagee, notwithstanding such extension, variation or release, 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 recovery against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

12. Effect of Changes in Laws Regarding Taxation. In the event of the enactment after this date of any law of the state in which the premises are located deducting from the value of land for the purpose of taxation any lien hereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens hereon or hereon, or changing in any way 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 if 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 liens in excess of the maximum amount permitted by law, then 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 date of giving of such notice.

13. Mortgagee's Performance of Defaulted Acts. In case of default herein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagee in any form and manner deemed expedient by Mortgagee, and may, but need not, make full or partial payment or perform any act 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 redemptor from any tax lien or forbidding affecting said premises or contents of 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 rate of interest then applicable to the indebtedness secured by this Mortgage. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagee.

14. Mortgagee's Release on Tax and Insurance Bills, Etc. Mortgagee in making any payment is hereby authorized (a) to pay any taxes, assessments and insurance premiums, according to any bill, statement or estimate procured from the appropriate public office or vendor without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, insurance premium, sale, forfeiture, tax lien or title or claim thereof, or (b) to purchase, discharge, compromise or settle any other prior lien, without inquiry as to the validity or amount of any claim for lien which may be asserted.

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The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any lease, and the Mortgagee shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said lease or under or by reason of the assignment thereof and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms,

20. Mortgagee's Right of Possession in Case of Default. In any case in which under the provisions of this Mortgage the Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand or demand of the Mortgagee, Mortgagee shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof, enter upon and take and maintain possession of all or any part of said premises, together with all documents, books, records, papers and accounts of the Mortgagee or the owner of the premises relating thereto, and may exclude the Mortgagee, its agents or servants, wholly therefrom and may as attorney in fact or agent of the Mortgagee or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof, either personally or by its agents and with full power to use such measures, legal or equitable as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the obligations, issues, and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise such and every of the rights, privileges and powers herein granted in any and all times hereafter, without notice to the Mortgagee, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Mortgagee to cancel the same, to elect to discontinue any lease or sublease made or subsisting, additions, alterations, improvements and improvements to the premises as to it may seem just, repairs, decorating, renewals, replacements, alterations, additions, improvements and improvements to the premises as to it may seem just, repairs, issues and profits, remains the same and all risks incidental to Mortgagee's possession, operation and management thereof and to receive all of such rents, issues and profits.

Although it is the intention of the parties that the assignment contained in this paragraph 19 shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until a default shall exist hereunder.

The Mortgagee further agrees to assign and transfer to the Mortgagee all future leases upon all or any part of the premises hereinabove described and to execute and deliver, at the request of the Mortgagee, all such further assignments and assignments in the premises as the Mortgagee shall from time to time require.

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee in possession in the absence of the taking of actual possession or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagee.

The Mortgagee represents and agrees that no rent has been or will be paid by any person in possession of any portion of the above described premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the said premises has been or will be waived, released, disclaimed or otherwise discharged or compromised by the Mortgagee. The Mortgagee waives any rights of set-off against any person in possession of any portion of the above described premises, or other casualty, the Mortgagee shall furnish to the Mortgagee a certificate of insurance, the policy to be in amount and form and written by such insurance companies as shall be satisfactory to the Mortgagee. Mortgagee agrees that it will not assign any of the rents or profits of said premises, except to a purchaser or grantee of the premises.

19. Assignment of Rents and Leases. To further secure the indebtedness secured hereby, Mortgagee does hereby sell, assign and transfer unto the Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of or of any apartment for the use or occupancy of the premises, or any part thereof, which may have been heretofore made or agreed to or which may be made or agreed to by the Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all of such leases and agreements, and all of the aforesaid rents, issues and profits, unto the Mortgagee, and Mortgagee does hereby appoint the Mortgagee its true and lawful attorney in its name and behalf, with or without taking possession of the premises as provided in paragraph 18 hereof, to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as said Mortgagee shall, in its discretion, determine, and to collect all of said rents, issues and profits, arising from or accruing at any time hereafter, and all now due or that may hereafter become due under such and every of the leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on said premises, with the same rights and powers and subject to the same limitations, covenants and conditions of liability and rights of recourse and indemnity as the Mortgagee would have upon taking possession pursuant to the provisions of paragraph 20 hereof.

18. Appointment of Receiver. 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 security or insolvency of Mortgagee at the time of application for such receiver and without regard to the value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder or any holder of the Note 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 the redemption or not, as well as during any further time 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 be 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: (a) 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; (b) the deficiency in case of a sale and deficiency.

17. Application of Proceeds of Foreclosure Sale. 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 taxes and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph; second, all other liens which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, which is hereby provided; third, all principal and interest remaining unpaid on the Note, fourth any overplus to Mortgagee, its successors or assigns, as hereinafter provided.

16. Foreclosure; Expenses of Litigation. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all the expenses and charges which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, and other charges, publication costs, and costs (which may be estimated as to times to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, forms certificates, and similar data and assurances with respect to the said Mortgagee may deem 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 or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said premises and the maintenance of the lien of the mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or said premises, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceedings, whether or not actually commenced, shall be immediately due and payable by Mortgagee, with interest thereon at the rate applicable to the indebtedness secured by this Mortgage and the same shall be secured by this Mortgage.

15. Acceleration of Indebtedness in Case of Default. If (a) default be made for three (3) days in the due and punctual payment of the Note, or any installment due in accordance with the terms thereof, either of principal or interest; or (b) the Mortgagee shall file a petition in voluntary bankruptcy under the United States Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within the (10) days, as hereinafter provided; or (c) the Mortgagee shall be adjudicated a bankrupt, or a trustee or a receiver shall be appointed for the Mortgagee or for all of the property or the major part thereof in any involuntary proceeding, or any court shall have taken jurisdiction of the property of the Mortgagee or the major part thereof in any involuntary proceeding for the reorganization, liquidation, dissolution, liquidation or winding up of the Mortgagee, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within ten (10) days; or (d) the Mortgagee shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of the property or the major part thereof; or (e) default shall be made in the due observance or performance of any other of the covenants or agreements or conditions hereinafter contained, required to be kept or performed or observed by the Mortgagee and the same shall continue for three (3) days, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of the Mortgagee, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagee.

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THIS MORTGAGE is executed by the undersigned, 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 (Association) 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 the Note contained shall be construed as creating any liability on the said (Association) (Association) personally to pay the Note or any interest thereon that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be construed in language of a promise or covenant or agreement, or otherwise, and that so far as the Mortgagee and said (Association) (Association) personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of (1) the premises hereby conveyed and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided; (2) any other security given to secure said indebtedness; or (3) the personal liability of the guarantor, co-signor, surety or endorser, if any.

33. **Captions.** The captions and headings of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

32. **Binding on Successors and Assigns.** The lien of this Mortgage and all of the provisions and conditions contained herein shall extend to and be binding upon all successors and assigns of the Mortgagee. 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.

31. **Cumulative Rights.** Each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether right or power conferred, and may be enforced concurrently therewith.

30. **Furnishing of Financial Statements to Mortgagee.** Upon request, Mortgagee shall furnish to Mortgagee, a semi-annual operating statement of income and expense of the mortgaged premises signed and certified by the Mortgagee's beneficiary or beneficiaries.

29. **Mortgagee's Lien for Service Charges and Expenses.** At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan carrying costs, service charges, liquidated damages, expenses and advances due to or incurred by the Mortgagee in connection with this transaction.

28. **Waiver of Statutory Rights.** Mortgagee shall not and will not apply for or accept any appraisal, valuation, stay, extension or suspension laws, or any so-called "Mortgagee Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this property and interests comprising the mortgaged property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE, PURSUANT TO RIGHTS HEREIN GRANTED, ON BEHALF OF THE MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIALLY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR TITLE TO, THE PREMISES DESCRIBED HEREIN SUBJECT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.

27. **Waiver of Defense.** 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.

26. **Giving of Notice.** Any notice which other party hereto may be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Mortgagee at the office of the Vice President in charge of commercial mortgages and specifying the loan number, Chicago, Illinois to the attention of the office of the Vice President in charge of commercial mortgages and specifying the loan number, or at such other place within the United States as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder. Any notice given by the Mortgagee shall be deemed given on the date the same is deposited in the United States mails.

25. **Retention upon Payment and Discharge of Mortgage.** Mortgagee shall release this mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the preparation and execution of such release.

24. **Conditions.** Mortgagee hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the mortgaged property taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in satisfaction of the indebtedness secured hereby, which date or not, or to maintain Mortgagee to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagee for the cost of the rebuilding or restoration of the building or premises, in accordance with the terms and specifications to be submitted to and approved by Mortgagee. If the Mortgagee is obligated to restore or replace the damaged or destroyed building, or improvement thereon, or by virtue of any such lease, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in paragraph 8 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagee shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect out of the proceeds of the award, a promissory note, at the first succeeding date on which Mortgagee could so elect) to pay to the Mortgagee in accordance with the terms of the Note secured hereby.

23. **Late Charge.** In the event the Mortgagee shall, from time to time, accept payment of any installment required on the Note and under this Mortgage which is in arrears, Mortgagee may collect a "late charge" as provided for in the Note to cover the extra expense involved in handling delinquent payments; provided, however, that nothing in this paragraph contained shall authorize the Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

22. **Mortgagee's Right of Inspection.** Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

(d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, including the cost from time to time of installing or replacing refrigerator and gas or electric stoves therein, and of placing said property in such condition as will, in the judgment of the Mortgagee, make it readily rentable;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(a) to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and the agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereabove authorized;

21. **Application of Income Received by Mortgagee.** The Mortgagee in the exercise of the rights and powers hereabove conferred upon it by paragraph 19 and paragraph 20 hereof shall have full power to use and apply the avals, rents, issues and profits of the premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

(a) to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and the agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, including the cost from time to time of installing or replacing refrigerator and gas or electric stoves therein, and of placing said property in such condition as will, in the judgment of the Mortgagee, make it readily rentable;

(d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale;

20. **Application of Income Received by Mortgagee.** The Mortgagee in the exercise of the rights and powers hereabove conferred upon it by paragraph 19 and paragraph 20 hereof shall have full power to use and apply the avals, rents, issues and profits of the premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

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TRUSTEE MORTGAGE

Citicorp Savings of Illinois
A Federal Savings and Loan Association

Upon Property Located at:
5859 N. Glenwood Ave.
Chicago, IL 60660

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (1 312 977 5000)

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CITICORP SAVINGS FORM 3593A PAGE 6

My Commission Expires: 11/27/90
Notary Public, State of Illinois
KAROL E. BURNS
"OFFICIAL SEAL"

Notary Public
[Signature]
day of
NOV 01 1989

GIVEN under my hand and Notarial Seal this
forth.
and voluntary act and as the free and voluntary act of said (Corporation) (Association), as Trustee as aforesaid, for the uses and purposes therein set
and purposes therein set forth; and the said ASSISTANT SECRETARY
instrument their own free and voluntary act and as the free and voluntary act of said (Corporation) (Association), as Trustee as aforesaid, for the uses
and purposes therein set forth; and the said ASSISTANT SECRETARY
respectively, appeared before me this day in person and acknowledged that they signed and delivered the said
known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice Presidents and
CLARE ROBERT FOLY ASSISTANT SECRETARY of said (Corporation) (Association) who are personally
P. JOHANSEN Second Vice Presidents, and
a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY,

STATE OF ILLINOIS)
COUNTY OF Cook) SS:
KAROL E. BURNS)

ATTEST
[Signature]
ASSISTANT SECRETARY

not personally, but as Trustee as aforesaid
By *[Signature]*
Second Vice President

IN WITNESS WHEREOF,
and its corporate seal to be hereunto affixed and attested by its
this 23rd day of October
has caused these presents to be signed by its
Second Vice President
ASSISTANT SECRETARY
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
19 89
CHICAGO
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

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CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

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