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reasonable time any building or building improvements now or at any time in process of construction upon the Premises, (e) comply with all requirements of all laws or municipal ordinances with respect to the Premises and the use of the Premises, (f) make no material alterations in the Premises, except as required by law or municipal ordinance, unless such alterations have been previously approved in writing by Mortgagee, (g) refrain from impinging or diminishing the value of the Premises.

2. Mortgagee shall pay, when due and before any penalty attaches, all general taxes, special taxes, special assessments, water taxes or charges, drainage taxes or charges, sewer service taxes or charges, assessments or charges against the Premises. Mortgagee shall, upon written request, furnish to Mortgagee duplicate paid receipts for such taxes, assessments and charges. To prevent Default hereunder Mortgagee shall pay in full under protest, in the manner provided by statute, any tax, assessment or charge which Mortgagee may desire to contest prior to such tax, assessment or charge becoming delinquent.

3. Upon the request of Mortgagee, Mortgagee shall deliver to Mortgagee all original leases of all or any portion of the Premises, together with assignments of such leases from Mortgagee to Mortgagee, which assignments shall be in form and substance satisfactory to Mortgagee. Mortgagee shall not, without Mortgagee's prior written consent, occupy, permit or accept any prepayment, discharge or compromise of any rent or release any tenant from any obligation, at any time while the indebtedness secured hereby remains unpaid.

4. Any award of damages resulting from condemnation proceedings, exercise of the power of eminent domain, or the taking of the Premises for public use are hereby transferred, assigned and shall be paid to Mortgagee, and such awards or any part thereof may be applied by Mortgagee after the payment of all of Mortgagee's expenses, including costs and attorneys' and paralegals' fees, to the reduction of the indebtedness secured hereby and Mortgagee is hereby authorized, on behalf and in the name of Mortgagee, to execute and deliver valid acquittances and to appeal from any such award.

5. No remedy or right of Mortgagee hereunder shall be exclusive. Each right or remedy of Mortgagee with respect to the Liabilities, this Mortgagee or the Premises shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay by Mortgagee in exercising or omitting to exercise, any remedy or right accruing on Default shall impair any such remedy or right, or shall be construed to be a waiver of any such Default, or acquiescence therein, or shall affect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

6. Mortgagee shall keep the Premises and all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, windstorm, vandalism and malicious damage and such other hazards as may from time to time be designated by Mortgagee. Mortgagee shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by flood, if the Premises is located in a flood hazard zone. Each insurance policy shall be for an amount sufficient to pay in full the cost of replacing or repairing the buildings and improvements on the Premises and, in no event less than the principal amount of the Note. Mortgagee shall obtain liability insurance with respect to the Premises in an amount which is acceptable to Mortgagee. All policies shall be issued by companies satisfactory to Mortgagee. Each insurance policy shall be payable, in case of loss or damage, to Mortgagee. Each insurance policy shall contain a lender's loss payable clause or endorsement, in form and substance satisfactory to Mortgagee. Mortgagee shall deliver all insurance policies, including additional and renewal policies to Mortgagee. In case of insurance about to expire, Mortgagee shall deliver to Mortgagee renewal policies not less than ten days prior to the respective date of expiration. Each insurance policy shall not be cancellable by the insurance company without at least 30 days' prior written notice to Mortgagee.

7. Upon Default by Mortgagee hereunder, Mortgagee may, but need not, make any payment or perform any act required or required of Mortgagee hereunder in any form and manner deemed expedient by Mortgagee, and Mortgagee may, but need not, make full or partial payments of principal or interest on any encumbrances, liens or security interests affecting the Premises and Mortgagee may purchase, discharge, compromise or sell the Premises. The term "Default" when used in this Mortgagee, has the same meaning as defined in the Note and includes the failure of the Mortgagee to comply with any Cause for Default and to deliver to the Mortgagee written notice of the complete cure of the Cause for Default within ten (10) days after the Mortgagee mails written notice to the Mortgagee or that a Cause for Default has occurred and is existing. Default under the Note shall be "Cause for Default" as used in this paragraph means any one or more of the events, conditions or acts defined as a "Cause for Default" in the Note, including but not limited to the failure of Mortgagee to pay the Note or Liabilities in accordance with their terms or failure of Mortgagee to comply with or to perform in accordance with any report, opinion, warranty, provision, condition, covenant or agreement contained in this Mortgagee, the Note or any instrument, agreement or writing, securing any Liabilities.

8. If Mortgagee makes any payment authorized by this Mortgagee for taxes, assessments, charges, liens, security interests or encumbrances, Mortgagee may do so according to any bill, statement or estimate or into the validity of the lien, encumbrance, security interest, tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

9. Upon Default, at the sole option of Mortgagee, the Note and/or any other Liabilities shall become immediately due and payable and Mortgagee shall pay all expenses of Mortgagee including attorneys' and paralegals' fees and expenses incurred in connection with this Mortgagee and all expenses incurred in the enforcement of Mortgagee's rights in the Premises and other assets in connection with the disposition of the Premises. The term "Default" when used in this Mortgagee, has the same meaning as defined in the Note and includes the failure of the Mortgagee to comply with any Cause for Default and to deliver to the Mortgagee written notice of the complete cure of the Cause for Default within ten (10) days after the Mortgagee mails written notice to the Mortgagee or that a Cause for Default has occurred and is existing. Default under the Note shall be "Cause for Default" as used in this paragraph means any one or more of the events, conditions or acts defined as a "Cause for Default" in the Note, including but not limited to the failure of Mortgagee to pay the Note or Liabilities in accordance with their terms or failure of Mortgagee to comply with or to perform in accordance with any report, opinion, warranty, provision, condition, covenant or agreement contained in this Mortgagee, the Note or any instrument, agreement or writing, securing any Liabilities.

10. Notwithstanding any other provisions of this Mortgagee, no sale, lease, mortgage, trust deed, grant by Mortgagee or any encumbrance of any kind, conveyance, transfer of occupancy or possession, contract to sell, or transfer of the Premises, or any part thereof, or sale or transfer of ownership of any beneficial interest or power of direction in a land trust which holds title to the Premises, shall be made, without the prior written consent of Mortgagee.

11. "Liabilities" means any and all liabilities, obligations and indebtedness of Mortgagee or any other maker of the Note to Mortgagee for payment of any and all amounts due under the Note or this Mortgagee, whether herebefore, now owing or hereafter arising or owing, due or payable, however created, arising or evidenced hereunder or under the Note, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, whether existing or arising, together with attorneys' and paralegals' fees relating to the Mortgagee's rights, remedies and security interests hereunder, including advising the Mortgagee or drafting any documents for the Mortgagee or the principal amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the property subject to this Mortgagee, with interest on such disbursements, and if permitted by law, disbursements made by Mortgagee which are authorized hereunder and attorneys' fees, costs and expenses relating to the enforcement of the Note and this Mortgagee, plus interest as provided herein.

12. "Variable Rate Index" means the rate of interest, or the highest rate if more than one, published in the Wall Street Journal in the "Money Rates" column on the last business day of each month as the "Prime Rate" for the preceding business day. The effective date of any change in the Variable Rate Index will be the first day of the next billing cycle after the date of the change in the Variable Rate Index. The Variable Rate Index will be applicable to all the outstanding indebtedness under the Note whether from any past or future principal advances thereunder. In the event the Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Variable Rate Index shall be the interest rate published in the Federal Reserve Statistical Release H-15 for the last business day of the month.

By: \_\_\_\_\_  
By: \_\_\_\_\_  
As Trustee Under a Trust Agreement  
and known as Trust No. \_\_\_\_\_  
Dated \_\_\_\_\_, 19\_\_\_\_  
AND NOT PERSONALLY

Eva Lauterbach  
Gunter H. Lauterbach  
\_\_\_\_\_

WITNESS the hand of \_\_\_\_\_ of Mortgagee the day and year set forth above.

17 Mortgagee shall have the right to perfect the mortgage and access thereto shall be permitted for that purpose.  
18 Mortgagee agrees to release the lien of this Mortgage and pay all expenses, including recording fees and otherwise, to release the lien of this Mortgage.  
19 This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagee and all persons or parties claiming by, under or through Mortgagee. The word "Mortgagee" when used herein shall also include all persons or parties liable for the payment of the indebtedness secured hereby or any part thereof, whether or not such persons or parties shall have vacated the Note or this Mortgage. Each Mortgagee shall be jointly and severally obligated hereunder. The singular shall include the plural, the plural shall mean the singular and the use of any gender shall be applicable to all genders. The word "Mortgagee" includes the successors and assigns of Mortgagee.

20 In the event the Mortgagee is a trust trustee, then this Mortgage is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as the trustee, and insofar as the trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof, and through the instrument of the provisions of the Note and any other collateral or guaranty from time to time securing payment hereof, no personal liability shall be asserted or be enforceable against the undersigned, as trustee, because of or in respect of this Mortgage or the making, issue or transfer thereof, or such personal liability of the trustee, if any, being expressly waived in any manner.

21 This Mortgage has been made, executed and delivered to Mortgagee in Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Mortgage are prohibited by or determined to be in violation of applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Mortgage.

22 No action for the enforcement of the lien or of any provision of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the lien or in an action at law upon the Note.

23 Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of the Premises. The receiver's appointment may be made either before or after a sale, without notice, without regard to the solvency or insolvency of Mortgagee at the time of application for the receiver and without regard to the then value of the Premises or whether the Premises shall be then occupied or not. Mortgagee may be appointed as the receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of the foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, which for that by redemption or not, as well as during any further time when Mortgagee, except for the intervention of the receiver, would be entitled to collect the rents, issues and profits. Such receiver shall also have all other powers which may be necessary or appropriate for the protection, preservation, control, management and operation of the Premises. The court in which the foreclosure suit is filed may from time to time authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of the indebtedness secured hereby, or secured by any judgment foreclosing this Mortgage, or any tax, special assessment or other lien or encumbrance which may be or become a lien upon the Premises or the proceeds of the sale of the Premises, and the deficiency judgment against Mortgagee or any guarantor of the Note in case of a foreclosure sale and deficiency.

24 The proceeds of any foreclosure sale shall be distributed and applied in the following order of priority: first, an account of all costs and expenses incurred in the foreclosure proceedings, including all the items that are mentioned in the immediately preceding paragraph, second, all other items which under the terms of this Mortgage constitute indebtedness secured by this Mortgage additional to that evidenced by the Note, with interest thereon as hereinafter provided; third, all principal and interest remaining unpaid on the Note and the Liabilities (first to interest and then to principal), fourth, any deficiency to Mortgagee or Mortgagee's heirs, legal representatives, successors or assigns, as their rights may appear.

25 When any indebtedness secured hereby shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien of this Mortgage, in any suit to foreclose the lien of this Mortgage, there shall be allowed and included as additional indebtedness in the judgment of foreclosure all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' and paragraph fees, appraisers' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs of procuring all abstracts of title, the searches and examinations, the various notices, foreclosing notices, tax and lien searches, and similar data and assurances with respect to this Mortgage may deem to be reasonably necessary either to prosecute the foreclosure suit or to evidence to bidders at any foreclosure sale. All of the foregoing items, which may be expended after entry of the foreclosure judgment, may be liquidated by Mortgagee. All expenditures and expenses mentioned in this paragraph, when incurred or paid by Mortgagee shall become additional indebtedness secured hereby and shall be immediately due and payable, with interest thereon at a rate equivalent to the post-maturity interest rate set forth in the Note. This paragraph shall also apply to any expenditures or expenses incurred or paid by Mortgagee or on behalf of Mortgagee in connection with (a) any proceeding, including without limitation, pre- and post-judicial proceedings, in which Mortgagee shall be a party, with or without claimant or defendant, by reason of this Mortgage or any indebtedness secured hereby; or (b) any preparation for the commencement of any suit for the foreclosure of this Mortgage after accrual of the right to foreclose whether or not actually commenced or preparation for the commencement of any suit to collect upon or enforce the provisions of the Note or any instrument which secures the Note after Default, whether or not actually commenced; or (c) any preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

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1993 NOV 28 PM 3:38  
CAROL MOGLEY SPAUL  
REGISTRAR OF TITLES

Delivered by \_\_\_\_\_

Address \_\_\_\_\_

Delivered \_\_\_\_\_

Number cert. to \_\_\_\_\_

Address \_\_\_\_\_

Deliver duplicate Trust

Deed to \_\_\_\_\_

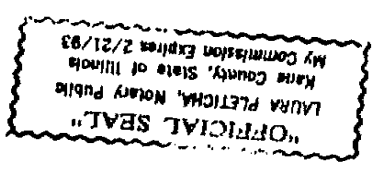
Address \_\_\_\_\_

Noted \_\_\_\_\_

First American Title Insurance  
F.A.T.I.C.  
Midwest  
Suite 400  
5780

Property of Cook County Clerk's Office

My Commission Expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_  
Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
I, \_\_\_\_\_ a Notary Public in and for said County and State  
do hereby certify that \_\_\_\_\_ and \_\_\_\_\_  
of \_\_\_\_\_ and \_\_\_\_\_  
of said corporation, personally known to me to be the same persons whose names are attached to the foregoing  
instrument as such \_\_\_\_\_ and \_\_\_\_\_  
voluntarily appeared before me in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary  
acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and said  
did (s) then and there acknowledge that \_\_\_\_\_ as custodian of  
the corporate seal of said corporation affixed the said corporate seal to said instrument as \_\_\_\_\_ own free and  
voluntary act, and as the free and voluntary act of said corporation as Trustee, for the uses and purposes therein set forth



STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ ) SS  
My Commission Expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_  
Given under my hand and official seal, this \_\_\_\_\_ day of November, 1989  
I, \_\_\_\_\_ the undersigned  
a Notary Public in and for said County and State,  
do hereby certify that \_\_\_\_\_ and \_\_\_\_\_  
personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ are \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me  
this day in person, and acknowledged that \_\_\_\_\_ the y \_\_\_\_\_ signed and delivered the said instrument as \_\_\_\_\_ the s \_\_\_\_\_  
free and voluntary act, for the  
uses and purposes herein set forth.

STATE OF ILLINOIS )  
COUNTY OF Kane ) SS  
My Commission Expires: \_\_\_\_\_  
Notary Public \_\_\_\_\_  
Given under my hand and official seal, this \_\_\_\_\_ day of November, 1989  
I, \_\_\_\_\_ the undersigned  
a Notary Public in and for said County and State,  
do hereby certify that \_\_\_\_\_ and \_\_\_\_\_  
personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ are \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me  
this day in person, and acknowledged that \_\_\_\_\_ the y \_\_\_\_\_ signed and delivered the said instrument as \_\_\_\_\_ the s \_\_\_\_\_  
free and voluntary act, for the  
uses and purposes herein set forth.