

SHAHMTG

MORTGAGE

THIS MORTGAGE, made as of this 21st day of December, 1989, by STANDARD BANK AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Illinois, not personally, but as Trustee under the provisions of a Deed in Trust recorded and delivered to the undersigned pursuant to a Trust Agreement dated 12/14/89 and known as Trust 12437, 2400 West 95th Street, Evergreen Park, Illinois 60642 ("Mortgagor") in favor of STANDARD BANK AND TRUST COMPANY, its successors and assigns, 2400 West 95th Street, Evergreen Park, Illinois 60642, ("Mortgagee");

W I T N E S S E T H :

THAT WHEREAS, Mortgagor has concurrently executed a Note bearing even date herewith, in the principal sum of FORTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY and 00/100ths (\$48,750.00) Dollars with interest on the principal balance of the Note remaining from time to time at the rate of TEN AND ONE-HALF PERCENT (10.5%) per annum from date hereof to maturity, payable in equal monthly installments of principal and interest of \$538.88 commencing February 1, 1990 and on the first day of each subsequent month except that the final payment of the remaining principal of the Note and accrued interest shall be due January 1, 1993. The terms and provisions of said Note are incorporated herein by reference.

All such payments on account of indebtedness evidenced by said Note are to be applied first to any costs, fees or expenses incurred by Mortgagee pursuant to the provisions of this Mortgage or the Note, then penalty interest and late charges, then to interest on the unpaid principal balance and the remainder to principal, provided that if any installment due hereunder or the final payment of the principal balance of the Note and accrued interest thereon is not paid within FIFTEEN (15) days of due date, then such installment or final payment will be subject to a payment of a late charge in the amount of Five (5%) percent. Upon maturity of the principal balance of the Note whether by acceleration or otherwise according to the terms of the Note, the remaining principal balance of the Note shall accrue interest at the rate of THIRTEEN AND ONE-HALF (13.5%) per annum ("Penalty Rate") until paid. All of said principal and interest is payable at such place as the holders of the Note may, from time to time in writing appoint, and in the absence of such appointment, then at the address of Mortgagee set forth above.

Interest on the principal balance of the Note outstanding from time to time shall be computed on the basis of a year consisting of twelve (12) months of thirty (30) days each.

THAT, to secure the payment of the indebtedness evidenced by the Note, or otherwise due hereunder, and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does by these presents GRANT, CONVEY and MORTGAGE unto Mortgagee, its successors and assigns, the real estate legally described on Exhibit "A" attached hereto and made a part hereof;

12-26-89 Recd affd to apply on CA1475783 & other apply. NOTE IDENTIFIED

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2017-08-11

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PTN: 29-14-129-015 VOLUME 206

ILLINOIS.
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
THEREOF) OF LOT 6 IN THE PARTITION OF THE WEST 1/2 OF SECTION 14, TOWNSHIP 36
WEST 1/2 OF SECTION 14 AND OF THE NORTH 1/2, 242 ACRES (EXCEPT THE EAST 60 FEET
SUBDIVISION OF LOT 7 (EXCEPT THE NORTH 10 ACRES) IN BERGER'S SUBDIVISION IN THE
THE SOUTH 30.79 ACRES THEREOF) AND LOT 1 (EXCEPT THE SOUTH 60 FEET) IN BERGER'S
LOT 14 IN BLOCK 7 IN BLOMIN BROTHERS ALMAR MEADOWS SUBDIVISION OF LOT 7 (EXCEPT

LEGAL DESCRIPTION OF REAL PROPERTY:

COMMON ADDRESS OF PROPERTY: 15400 SOUTH DREXEL,
DOLTON, ILLINOIS 60419

EXHIBIT "A"

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All of the foregoing referred to herein as the "premises" or "mortgaged property."

TOGETHER, with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the premises, to the extent of all amounts which may be secured by this Mortgage, at the date of receipt of any such award or payments to the Mortgagee, and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award or payment.

The Mortgagor further agrees to execute and deliver, from time to time, such further instruments as may be requested by the Mortgagee to confirm the lien of this Mortgage on any or all of the aforementioned chattels and fixtures, including execution of financing statements or copies thereof where Mortgagee deems appropriate;

TOGETHER, with all buildings and improvements of every kind and description now existing or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said real estate, and all fixtures now or hereafter owned by Mortgagor and attached to or contained in and used in connection with said real estate including but not limited to all machinery, motors, fittings, shades, screens, and all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appliances and all items of furniture, furnishings, equipment and personal property used or useful in the operation of the said real estate; and all renewals, replacements or proceeds of sale of or insurance thereon and articles in substitution thereof, whether or not the same are or shall be attached to said building or buildings in any manner; it being mutually agreed, intended and declared that all the aforesaid property owned by said Mortgagor and placed by Mortgagor on the real estate shall, so far as permitted by law, be deemed to form a part and a parcel of the real estate, and covered by and conveyed under this Mortgage; and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted to the Mortgagee as secured party, securing said indebtedness and obligations. Mortgagor acknowledges and agrees that the within mortgage shall constitute a fixture filing financing statement within the meaning of the Illinois Uniform Commercial Code. Nothing herein shall be deemed to create a mortgage or lien on certain trade fixtures.

TOGETHER, with all and singular the covenants, hereditaments and appurtenances thereto belonging or in any way appertaining, and the rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor, of, in and to the same and of, in and to every part and parcel thereof;

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Notarizing

Notarizing is the process of verifying the identity of a person and the validity of a document.

Notarizing is a process that is used to verify the identity of a person and the validity of a document. It is a process that is used to ensure that a document is authentic and that the person who is signing it is who they claim to be. Notarizing is a process that is used to ensure that a document is authentic and that the person who is signing it is who they claim to be.

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2024/04/20

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8. That, if at any time the United States of America or other governmental authority shall require internal revenue or comparable stamps to be affixed to the Note or this Mortgage, the Mortgagor will pay for the same with any interest or penalties imposed in connection therewith.

agreement shall constitute a modification of this Mortgage. against the premises or this Mortgage and the Note secured thereby and such pay such tax and agrees to pay any such tax when thereafter levied or assessed other payments requested hereunder and if, prior to such specified date, does Mortgagor is permitted by law to pay the whole of such tax in addition to all Mortgage, provided, however, that such election shall be ineffective if the thirty (30) days after written notice is given to the Mortgagor by the the interest thereon due on a date to be specified by Mortgagee not less than Note which it secures shall have the right to deduct the amount thereof and the Mortgage, on this Mortgage or the Note, the order of this Mortgage and the or indirectly (other than the imposition of any income tax liability on the mortgagees or debts secured by Mortgage for State or local purposes or the taxation any lien thereon or changing in any way the laws for the taxation of estate), deducting from the value of the mortgaged property for the purpose of any law of the State of Illinois, (or other state of the situs of the real 7. That in the event of the passage after the date of this Mortgage of

interest on the monies deposited pursuant to this paragraph. default or to pay the said imposition. The Mortgagor shall not be entitled to use the money deposited under this paragraph to apply on account of such default by the Mortgagor under this Mortgage, the Mortgagee is authorized to deposited pursuant to this paragraph to pay the same. In the event that any the Mortgagee an amount of money sufficient, together with the monies so such monies shall be insufficient, the Mortgagor shall forthwith pay over to that the Mortgagor is not in default under this Mortgage. In the event that proceedings and the balances, if any, shall be paid to the Mortgagor, provided penalties in connection therewith, and the charges accruing to such legal payment, removal and discharge of said imposition and the interest and they are deposited, the said monies so deposited shall be applied to the monies deposited with it to be insufficient security for the purpose for which of such legal proceedings or at any time when the Mortgagee shall deem the order to enable the Mortgagor to prosecute such contest. Upon the termination such imposition, or to be appropriated as security for any bond required in to the person or public authority claiming said imposition on account of any cause the funds so deposited, or any part thereof, to be deposited with or paid part thereof in said legal proceedings. The Mortgagor shall have the right to might be assessed against or become a charge on the mortgaged property, or any all interest and penalties in connection therewith, and all charges that may or sole judgment of the Mortgagee, an amount to pay said imposition together with as Mortgagee may in writing direct, as security for the satisfaction, in the Mortgagor shall have deposited with the Mortgagee or such person or corporation sale of the mortgaged property or any part thereof to satisfy the same, and shall operate to prevent the collection of the imposition so contested and the

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9. That notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the property by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the installment payments required by the Note and this reduction in the principal sum resulting from the application by the Mortgagee of such award or payment as hereinafter set forth shall be deemed to take effect only on the date of such receipt, that said award or payment may be applied in such proportions and priority as the Mortgagee in the Mortgage, or sole discretion may elect to the payment of principal, whether or not then due and payable, or any sums secured by this Mortgage provided, however, that the Mortgagor shall be permitted to use the proceeds of any award received or to reserve the remaining portion of the proceeds; any balance not so expended shall be deposited with the Mortgagee. It prior to the receipt by the Mortgagee of any such award or payment the mortgagee shall have been sold or forfeited to the Mortgagor, the Mortgagee shall have the right to receive and pay to the award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been entered, recovered or denied, and of course, costs and expenses incurred by the Mortgagee in connection with the collection of such award or payment. The receipt of any such award by the Mortgagor shall not constitute a charge in the amount of the installment payments due under the Note and this Mortgage.

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11. That the Mortgagee and/or the Beneficiary will keep proper books of record and account in accordance with sound accounting practice; that the Mortgagee shall have the right to review the affairs, finances and accounts of the Mortgagee and/or the Beneficiary and to be informed as to the same by any person in the possession of such information; and that the Mortgagee may exercise all the rights and remedies available to the Mortgagee with Ninety (90) days after the Mortgagee will furnish to the Mortgagee and/or the Beneficiary a copy of the statement of income and expenses of the Mortgagee and/or the Beneficiary for each fiscal year showing separately and in adequate detail the income and expenses of the Mortgagee and/or the Beneficiary and the proceeds of the Mortgagee and/or the Beneficiary; and the Mortgagee shall pay the proceeds of the Mortgagee and/or the Beneficiary to the Mortgagee and/or the Beneficiary in accordance with the terms of the Mortgagee and/or the Beneficiary.

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17. That the Mortgagee shall have the right from time to time to sue for any sums whether interest, damages for failure to pay principal or any installment thereof, taxes, the costs of Mortgagee's performance of the Mortgage, or any other sums required under the terms of this Mortgage or the Note, as the same becomes due, without regard to whether or not the principal sum secured by the Mortgage shall be due and without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by the Mortgagor existing at the time such action was commenced.

16. That the Mortgagee and any persons authorized by the Mortgagee shall have the right to enter and inspect the mortgaged property at all reasonable times and, if Mortgagor is a land trust, to inspect and receive copies of said land trust file at any time.

15. That if any action or proceeding be threatened or commenced (except an action to foreclose this Mortgage or to collect the debt secured hereby), to which action or proceeding the Mortgagee is or may become a party or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Mortgagee for the expenses of any such threatened or commenced action or proceeding (including reasonable counsel fees) to prosecute or defend the right and lien created by this Mortgage shall on notice and demand be paid by the Mortgagor, together with the interest thereon at the penalty rate from date of disbursement, and shall be secured by this Mortgage; that in any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant. Additionally, in the event that the Mortgagee incurs any attorney fees or costs in dealing with any matter which directly or indirectly affects this Mortgage, Mortgagor agrees to pay it upon demand all such costs and expenses, including reasonable attorney fees incurred by the Mortgagee, together with interest thereon at the penalty rate from date of disbursement, and shall be secured by this Mortgage; that in any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant. Additionally, in the event that the Mortgagee incurs any attorney fees or costs in dealing with any matter which directly or indirectly affects this Mortgage, Mortgagor agrees to pay it upon demand all such costs and expenses, including reasonable attorney fees incurred by the Mortgagee, together with interest thereon at the penalty rate from date of disbursement, and shall be secured by this Mortgage; that in any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

14. That in the event of any default in the performance of any of the Mortgagee's covenants or agreements herein, the Mortgagee may, at the option of the Mortgagee, perform the same and the cost thereof or any other costs, expenses or loss paid or incurred by the Mortgagee as a result of a default of Mortgagor with interest at the penalty rate from date of disbursement shall immediately be due from the Mortgagor to the Mortgagee and secured by this Mortgage.

13. The right to remove, are specifically excluded from the provisions of this clause except to the extent that the Mortgagee's right to remove such fixtures and equipment shall be forfeited under terms of all leases assigned by the Assignments of Rents and Leases, bearing even date herewith and given as additional security for the Note.

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19. That Mortgagee covenants and agrees to deposit at Mortgagee's request at such place as the holder of the Note secured by this Mortgage may, from time to time, in writing appoint and, in the absence of such appointment then at the office of Mortgagee commencing with the first monthly payment due pursuant to the Note secured hereby, and on the first day of each and every succeeding month thereafter until the indebtedness secured by this Mortgage is fully paid, a sum equal to 1/12th of the last total annual taxes and assessments last assessed (general and special) on the premises (unless said taxes are based upon assessments which exclude the improvements or any part thereof, now constructed or to be constructed, in which event the amount of such deposits shall be based upon the reasonable estimate of the holder of the Note as to the amount of taxes and assessments to be levied or assessed). Mortgagee, concurrently with the initial disbursement of the proceeds of the Note secured hereby or as subsequently requested at the option of Mortgagee, will also deposit with Mortgagee an amount based upon the taxes and assessments so ascertainable, or as estimated by Mortgagee as the case may be for taxes and assessments on the premises on an accrual basis for the period from January 1, succeeding the year for which all taxes and assessments have been paid to an including the date of the first deposit in this paragraph heretofore mentioned or any part thereof upon request of Mortgagee. Such deposits are to be held in escrow without allowance of interest and are to be used for the payment of taxes and assessments (general and special) on said premises next due and payable when they become due. If the funds so deposited are insufficient to pay any such taxes or assessments (general or special) for any year when the same shall become due and payable, Mortgagee shall, within any year after notice and demand, the holder deposit with Mortgagee such additional funds as may be necessary to pay such taxes and assessments (general and special) for any year. Any excess deposited shall be retained in escrow. In the event when on deposit are insufficient to make a required tax payment, Mortgagee, at its sole option, may advance the additional funds needed. Any such advance shall

18. That no transfer, assignment, sale, lease for a term of more than three years or a lease of any duration which includes an option to purchase, or conveyance or contract to sell the subject premises or the beneficial interest in and to Mortgagee if Mortgagee is a land trust or if the Mortgagee or the beneficiary of Mortgagee is a corporation or a partnership, no sale or issuance of shares or partnership interests will be made without the prior consent of Mortgagee. If Mortgagee is a land trust, it hereby covenants with Mortgagee that it will accept no letter of direction from its beneficiaries to take an action contrary to the provisions of this paragraph without the express written consent of Mortgagee. The making of an sale, lease of more than three years or a lease of any duration which includes an option to purchase or conveyance or a contract to sell the subject premises, the beneficial interest in and to the Mortgagee if a land trust, shares of the Mortgagee or the beneficiary if a corporation, or interest in the Mortgagee or the beneficiary if a partnership will be an additional event of default and all principal and interest due under the Note shall be accelerated and immediately due and payable at the option of Mortgagee.

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22. In addition to all other provisions contained herein, Mortgagee represents that the proceeds of the Note are to be used solely for the purchase of the real estate described on Exhibit "A".

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1. Upon the appointment of a receiver, liquidator or trustee for mortgagor, or any beneficiary of mortgagor, or of the mortgaged property, or of any part of the mortgaged property, or the adjudication of mortgagor or any beneficiary to be a bankrupt or insolvent, or the filing of any petition for the bankruptcy, reorganization or arrangement of mortgagor or any beneficiary of mortgagor pursuant to the Federal Bankruptcy Act of any similar statute, or the institution of any proceeding for the dissolution or liquidation of mortgagor or any beneficiary of mortgagor, and, if such appointment, adjudication, institution or proceeding be involuntary and not consented to by mortgagor or any such beneficiary of mortgagor, the failure to have the same discharged, stayed or dismissed within ninety (90) days; or

II. Учен или неученик на предметите по изследване на политическите системи и политическите процеси в България, в Европа и в света.

G. Upon investigation by the Bureau of the whole or any part of the same or upon application by the mortgagee from the mortgaged property without the written consent of the mortgagee and without assignment shall be conclusively and irrevocably subject to the mortgage of the mortgagor and subordinate to the priority of the mortgagee of the mortgagor.

It is upon the actual or intended use of the material as waste, however, that the determination of, or non-detrimental utilization of the material, is made.

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25. That upon any sale by virtue of any judgment or proceedings or otherwise for the enforcement of this Mortgage the mortgaged property may be sold in one parcel as an entirety, at the option of Mortgagee, Mortgagee hereby waiving any requirement of law to the contrary, and the Mortgagee, to the full extent that it may lawfully do so, for itself and for all who may claim through or under them hereby expressly waives and releases all rights to have the mortgaged property or any part thereof sold upon any foreclosure sale, so that other enforcement hereof, and any court at the time of foreclosure of this Mortgage shall have the right and is hereby authorized and directed to sell the entire mortgaged property as a whole in a single parcel. Mortgagee and on behalf of its beneficiaries their respective successors and assigns hereby expressly waives any right to an equal share in the Mortgage from being given the purchase price at any foreclosure sale of the mortgaged property.

24. That upon, or at any time after the filing of a bill to foreclose this Mortgage, the Court in which such bill is filed may appoint Mortgagee as Mortgagee in possession or a receiver of the mortgaged property; that such appointment may be made either before or after sale, without notice and without requiring bond (notice and bond being hereby waived) without regard to the solvency or insolvency of the Mortgagee at the time of application for such Mortgagee in possession or receiver and without regard to the then value of the mortgaged property or whether the same shall be then occupied as a homestead or not; that such Mortgagee in possession or receiver shall have power to collect and impose rents, and collect issues and profits of the mortgaged property during the pendency of such foreclosure suit and in case of a sale and a deficiency, during the full statutory period of redemption, it may, whether there be redemption or not, as well as during any further times when the Mortgagee, except for the intervention of such Mortgagee in possession or receiver, would be entitled to collect such rents, issues and profits, and all other power which law and equity require for the protection, possession, control, management and operation of the mortgaged property during the whole of said period; and that the Mortgagee in possession or receiver may pay any costs incurred prior and subsequent to the management and operation of the mortgaged property, and may pay all or any part of the indebtedness secured hereby or any deficiency decreed.

and examinations, 'guaranteed policies', 'Torrens Certificates', and similar advantages with respect to title as mortgages may be necessary either to protect such title or to evidence an absence of title which may be had pursuant to such decision the true condition of title or of the value of the mortgage property; that all such expenditures shall become as much additional indebtedness secured hereby and immediately due and payable with interest thereon at the penalty rate of four percentum and that the proceeds of any foreclosure sale of the mortgaged property shall be distributed and applied in the following order of priority: First, on account of all such costs and expenses incident to the foreclosure proceedings; Second, all other items which under the terms hereof constitute secured debts; Third, in proportion to that evidenced by the Note with interest thereon as hereinafter provided; and then principal remaining unpaid on the indebtedness secured hereby; and Fourth, any overplus to Mortgagee, its successors or assigns, as the same may appear.

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26. That any failure by the Mortgagee to insist upon the strict performance by the Mortgagee of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Mortgagee of any and all of the terms and provisions of this Mortgage to be performed by the Mortgagee; that neither the Mortgagee nor any other person now or hereafter obligated for the payment of the whole or any part of the Note or any obligation secured by this Mortgage shall be released from liability for repayment of the Note or any obligations secured by this Mortgage (1) by reason of the failure of the Mortgagee to comply with any request of the Mortgagee or of any other person, to take action to foreclose this Mortgage or of any obligations secured by this Mortgage, or (2) by reason of any agreement or stipulation between any subsequent owner or owners of the mortgaged property and the Mortgagee extending the time of payment or modifying the terms of the Note or Mortgage (whether or not this having occurred the prior written consent of the Mortgagee or the other person obligated to pay the Note or any obligation secured by this Mortgage); that the Mortgagee may release, regardless of consideration, this Mortgage in whole or in part without affecting the lien of this Mortgage or the obligations of Mortgagee or any other person on the Note secured hereby or the priority of such lien over any subordinate lien; and that the Mortgagee may release for the payment of the indebtedness secured hereby to any other security interest held by the Mortgagee in such order and manner as the Mortgagee may elect.

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Appropriate licenses, approvals and permits for the use or operation of the mortgaged premises or the Appurtenant Agreements shall at all times be obtained and kept in full force and effect, including those of the U.S. and Illinois Environmental Protection Agency any other governmental regulatory body having jurisdiction.

In the event Mortgagor shall receive notice or acquire any knowledge of any action or proceeding taken or initiated, with respect to the Appurtenant Agreements or any laws or ordinances which could affect the premises, Mortgagor will promptly advise Mortgagee thereof:

In the event Mortgagor shall receive notice from any other parties or persons of any claimed or asserted interest in the premises or any claim against the premises, Mortgagor will promptly advise Mortgagee thereof:

Mortgagee shall exercise any right of approval or consent conferred upon Mortgagee under the Appurtenant Agreements; it being understood and agreed, however, that after the occurrence of any default hereunder, Mortgagee may exercise all such powers of consent or approval on Mortgagee's behalf, full power and authority so to do being herein conferred upon Mortgagee by Mortgagee:

1. modify or agree to any termination of the Appurtenant Agreements or waive or relinquish any of Mortgagee's rights hereunder or any benefits thereunder which affect the premises;

2. Mortgagee will not, without first having obtained the written approval and consent of Mortgagee:

a. Mortgagee will keep the name in good standing and in effect and enforce observance and compliance by other parties thereto with the respective obligations hereunder affecting the mortgaged premises;

b. Mortgagee will perform and comply with all obligations of Mortgagee or which are otherwise imposed upon the mortgaged premises hereunder;

c. Mortgagee hereby grants, conveys, assigns, transfers and mortgages to Mortgagee as additional security for the indebtedness secured hereby, all right and benefit of Mortgagee under the Appurtenant Agreements and all easement rights and other benefits arising thereunder, in favor of the premises. With respect to the Appurtenant Agreements, Mortgagee further agrees with Mortgagee as follows:

29. Any and all other documents constituting easement rights or other appurtenant rights upon the owner of the mortgaged premises in and living within or beyond the perimeter of the mortgaged premises are hereby collectively called the "Appurtenant Agreements" and such rights collectively shall be considered appurtenances.

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b. Mortgagor further agrees not to generate, handle, use, store, treat, discharge, release or dispose of any Hazardous Material at the premises without the express written approval of the Mortgagor and compliance with all applicable statutes, ordinances and regulations. The Mortgagor shall have the right at any time to conduct an environmental audit of the premises at Mortgagor's sole cost and Mortgagor shall cooperate in the conduct of such environmental audit. After the occurrence of a default hereunder, Mortgagor shall give Mortgagor, its agents and employees access to the premises to remove any Hazardous Material, provided nothing herein shall obligate the Mortgagor to take any action to remove any Hazardous Waste or to correct any violation of law on the subject premises.

a. Mortgagor shall send to the Mortgagor no later than two (2) days after receipt by Mortgagor, any report, citation, notice or other writing by or from any governmental or quasi-governmental authority empowered to regulate or oversee any of the foregoing activities. If required pursuant to any of such laws, rules, regulations, orders or ordinances, Mortgagor shall rectify, dispose of or remove from the premises any Hazardous Materials in a manner consistent with and in compliance with the same and shall pay immediately when due any costs incurred or sustained therefor. Mortgagor shall keep the premises free of any lien imposed pursuant to said laws, rules, regulations, orders, or ordinances. In the event Mortgagor fails to comply with any of the foregoing within fifteen (15) days after demand by the Mortgagor to Mortgagor, this Mortgagor may either (1) declare a default under this Agreement or (11) cause the removal of the Hazardous Material from the premises, or both. The costs of the removal shall constitute additional indebtedness hereunder secured by this Mortgage and which costs shall be due and payable without notice or demand with interest thereon at the penalty rate from date of disbursement.

31. Hazardous Waste and Related Matters. Mortgagor is currently in compliance with, and will manage and operate the premises and will cause each future representative to occupy the premises in compliance with, all federal, state and local laws, rules, regulations, orders and ordinances, including health, safety and environmental matters, including, without limitation, air pollution, soil and water pollution, and the use, generation, storage, handling or disposal of Hazardous Material (hereinafter defined) including, without limitation, raw materials, products, supplies, asbestos or polychlorinated biphenyl compounds ("PCBs").

30. Operation of Premises. Mortgagor agrees that: (a) the premises will be operated as a commercial property in accordance with the highest standards of operation; (b) the premises will at all times be properly equipped for such purpose; (c) Mortgagor will procure, maintain and comply with all governmental permits and licenses required for such operation; and (d) Mortgagor will comply with all governmental laws, ordinances, rules and regulations relating to such operation.

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34. That this Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

33. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REINSTATEMENT OR REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PREMISES AS OF OR SUBSEQUENT TO THE DATE OF THIS MORTGAGE.

32. That wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean and include "the undersigned" and/or any subsequent owner or owners of the premises; the word "Mortgagee" shall mean "Mortgagee or any subsequent holder of this Mortgage"; that the word "person" shall mean "a trust, individual, corporation, partnership or unincorporated association"; and the word "premises" shall include the real estate heretofore described, together with all improvements thereon, fixtures and equipment thereon, condemnation awards and any other rights or property interests at any time made subject to the lien of this Mortgage by the terms hereof, and pronouns of any gender shall include the other gender, and either the singular or plural shall include the other.

d. For the purpose of this Mortgage, "Hazardous Material" shall mean and shall include any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superleak" law, ordinance, code, rule, regulation, order, decree or other requirement of any governmental authority relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as is now or at any time hereafter may be in effect including the laws, ordinances and regulations of the State of Illinois, its agencies and political subdivisions.

c. Mortgagor shall indemnify, defend with counsel reasonably acceptable to the Mortgagee, and hold the Mortgagee free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys' fees and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted against the Mortgagee in connection with or arising from or out of the breach of any warranty, covenant or agreement or the inaccuracy of any representation contained or referred to in this paragraph, and any violation by Mortgagor of any of the foregoing laws, regulations, orders or ordinances described in this paragraph. The foregoing indemnification shall survive repayment of the loan.

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38. If the instrument is executed by a third person as holder, it shall be deemed executed by such third person and not personally by the holder. It shall be deemed executed by the holder if the holder is the sole owner of the property and the holder is the sole owner of the property and the holder is the sole owner of the property.

[illegible]

36. Upon payment in full of all sums due Mortgagees under this Mortgage and the Note secured thereby upon written request of Mortgagee, the Mortgagee shall cause a satisfaction of this Mortgage and any other Mortgage to be prepared and returned to Mortgagee upon the payment of Mortgage of the then reasonable charges and costs for preparation and issuance. In the event the Mortgage is released and combined on other authorized indebtedness, then this Mortgagee shall be released hereby along with all other indebtedness which shall be deemed satisfied.

[illegible]

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document whether or not executed by said Mortgagee as Trustee as aforesaid, relating to the premises, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security interest in or to such land and tenures Mortgagee hereby, the provisions of this paragraph shall not affect the liability of any other person to Mortgagee pursuant to the terms and conditions of documents executed by such person and relating to this Mortgage.

IN WITNESS WHEREOF, this Mortgage has been duly executed the day and year first above written.

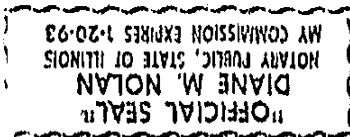
STANDARD BANK AND TRUST COMPANY
a/c/u/a dated 12/14/89 a/k/a
Trust 12437 and not personally.
By: [Signature]
Vice President

ATTEST:
BY: [Signature]
Vice President

JAMES B. CARROLL & ASSOCIATES
ATTORNEY AT LAW
2400 WEST 95TH STREET-5TH FLOOR
EVERGREEN PARK, ILLINOIS 60642
708-422-3766

PREPARED BY AND MAIL TO:

Property of Cook County Clerk



Notary Public

GIVEN under my hand and notarial seal this 21st day of December, 1989.

I, Diane Nolan, a notary public in and for and residing in State County, in the State of Illinois, do hereby certify that DENNIS RADER and LINDA M. KRZEWSKI, being Vice-President and Asst. Secretary, respectively, of STANDARD BANK AND TRUST COMPANY, an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. 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 as Trustee for the uses and purposes therein acknowledged that the said Assistant Secretary as custodian of the corporate seal of the corporation did affix the corporate seal of said corporation to said instrument, as said Assistant Secretary's 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)
) SS
) COUNTY OF COOK)

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IN DUPLICATE

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CAROL MCGEELEY GRAM
REGISTRAR OF TITL
DEC 23 AM 9
COOK COUNTY

Submitted by	
Address	
Promised	
Delivered to	
Ad	3849508
Deed to	
Address	
Noticed	

G.I.T. WELSH
COOK COUNTY
TITLE COMPANY
BOX 118
484704