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MORTGAGE

THIS INDENTURE, made October 25, 1990, by and between LaSalle National Bank, not personally but as Trustee under Trust Agreement dated October 9, 1990 and known as Trust Number 115914, (herein "Mortgagor"), and DEVON BANK, an Illinois Banking Corporation (herein "Mortgagee"),

WITNESSETH

THAT WHEREAS Mortgagor is justly indebted to Mortgagee upon a Mortgage Note (sometimes referred to herein as ("Note")) in the aggregate principal sum of NINE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$940,000.00) evidenced by one certain mortgage note of Mortgagor of even date herewith, made payable to the order of DEVON BANK and delivered to Mortgagee in and by which Mortgagor promises to pay the principal sum of a maximum of \$940,000.00 and interest at the rates (sometimes referred to as "mortgage rate") as provided in said note, with a final payment of the balance due on the 25TH day of October, 1991, and all of said principal and interest are made payable at such place as the holders of the note may from time to time, in writing appoint, and in absence of such appointment, then at the office of the DEVON BANK, 6645 North Western Avenue, Chicago, Illinois 60645.

NOW, THEREFORE, Mortgagor to secure the payment of said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and of the mortgage note secured hereby, and the performance of the covenants and agreements herein contained, by Mortgagor to be performed, 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, CONVEY AND TRANSFER unto Mortgagee, its successors or assigns, the title and interest therein, lying and being in Village of Glencoe, County of Cook, and State of Illinois, to-wit:

(SEE ATTACHED LEGAL DESCRIPTION)

Permanent Index Nos. ~~05-17-108-027-0000~~  
~~04-17-108-028-0000~~  
~~06-17-108-029-0000~~  
which is commonly known as 97-101 Linden, Glencoe, Illinois and which, with the property hereinafter described, is referred to herein as the "premises".

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may in entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, curtain fixtures, partitions, attached floor covering, nor on hereafter therein or thereon and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditions, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation; it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property here in above described, real, personal, and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate, and to be appropriated to the use of the real estate, and shall for the purposes of this mortgage be deemed to be real estate and conveyed and mortgaged hereby.

LaSalle National Trust N.A., as Successor Trustee to

NOTE IDENTIFIED

12-79-324

See effects part of ppty on Cert 1136622 and other ppty of 11/14/90

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TO HAVE AND TO HOLD the premises unto the said mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

MAINTENANCE, REPAIR AND RESTORATION OF IMPROVEMENTS, PAYMENT OF PRIOR LIENS, ETC.

1. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good conditions and repair, without waste, and free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises except as required bylaw or municipal ordinance, or as preapproved in writing by Mortgagee; (e) suffer or permit no change in the general nature of the occupancy of the premises, without Mortgagee's written consent; (f) initiate or acquiesce in no zoning reclassification, without Mortgagee's written consent; (g) pay each item of indebtedness secured by this mortgage when due according to the terms hereof or of the note.

#### PAYMENT OF TAXES

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest. In addition, Mortgagee shall have the right, in its sole discretion, to require the establishment of an escrow at Mortgagee for the payment of all items listed in this paragraph 2.

#### INSURANCE

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee. Mortgagor shall also provide liability insurance with such limits for personal injury and death and property damage as Mortgagee may reasonably require. All policies of insurance to be furnished hereunder shall be in forms, from companies and in amounts reasonably satisfactory to Mortgagee, with mortgagee clauses attached to all policies in favor of and in form satisfactory to Mortgagee, including a provision requiring that the coverage evidence thereby shall not be terminated or materially modified without ten (10) days prior written notice to Mortgagee. Mortgagor shall deliver all policies to Mortgagee, and, in the case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to their respective dates of expiration.

#### ADJUSTMENT OF LOSSES WITH INSURER AND APPLICATION OF PROCEEDS OF INSURANCE.

4. In case of loss, 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 settle and adjust any claim under such insurance policies without consent of Mortgagor, or (b) to allow Mortgagor 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 receipt for any such insurance money. If the insurers do not deny liability as to the insureds, such proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall be used to reimburse Mortgagee for the cost of rebuilding or restoration of buildings and improvement on said premises. In all other cases, such insurance proceeds may, at the option of Mortgagee, either be applied in reduction of the indebtedness secured hereby, whether due or not, or be held by Mortgagee and used to reimburse Mortgagee for the cost of the rebuilding or restoration of buildings or improvements on said premises. The buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. In the event Mortgagee is entitled to reimbursement out of insurance proceeds, such proceeds shall be made available, from time to time, upon Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments as Mortgagee may reasonably require and approve, and if the estimated cost of the work exceeds ten percent (10%) of the original principal amount of the indebtedness secured hereby, with all plans and specifications for such rebuilding or restoration as Mortgagee may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the work performed, from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of Mortgagee shall be at least sufficient to pay for the cost of the work free and clear of liens.

In case 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 proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same or as the court may direct. In case of the foreclosure of this mortgage, the court in its decree may provide that the mortgagee's clause attached to each of said insurance policies may be canceled and that the decree creditor; and any such foreclosure decree may further provide, that in case of one or more redemptions 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 to be attached thereto, making the loss thereunder payable to such redeemer. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagee, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

#### STAMP TAX

5. If, by the laws of the United States of America, or of any state having jurisdiction over Mortgagee, any tax is due or becomes due in respect of the issuance of the note hereby secured, Mortgagee covenants and agrees to pay such tax in the manner required by any such law. Mortgagee further covenants to hold harmless and agrees to pay such tax in the manner required by any such law. Mortgagee further covenants to hold harmless and agrees to indemnify Mortgagee, its successor or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

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## FUTURE ADVANCE

6. This Mortgage shall secure future advances, if any, made by Mortgagee under any subsequent agreement unless otherwise provided herein. All such advances made shall be secured hereby and shall have and be entitled to the same lien priority as that indebtedness first extended to Mortgagor by Mortgagee under the Mortgage Note. All future advances shall be made under the terms of this note or new notes and in no event shall be made after twenty years from the date hereof.

## PREPAYMENT PRIVILEGE

7. At such time as Mortgagor is not in default either under the terms of the note secured hereby or under the terms of this mortgage, Mortgagor shall have the privilege of making prepayments on the principal of said note (in addition to the required payments) in accordance with the terms and conditions, if any, set forth in said note.

## OBSERVANCE OF LEASE ASSIGNMENT

8. In the event Mortgagor, as additional security for the payment of the indebtedness described in and secured hereby, has sold, transferred and assigned, or may hereafter sell, transfer and assign, to Mortgagee, its successors and assigns, any interest of Mortgagor as lessor in any lease or leases, Mortgagor expressly covenants and agrees that if Mortgagor, as lessor under such lease or leases assigned, shall fail to perform and fulfill any term, covenant, condition or provision in said lease or leases, or any of them, on its part to be performed or fulfilled, at the times and in the manner in said lease or leases provided, or if Mortgagor shall suffer or permit to occur any breach or default under the provisions of any assignment of any lease or leases of the premises given as additional security for the payment of the indebtedness secured hereby and such default shall continue for three (3) days, then and in any such event, such breach or default shall constitute a default hereunder.

## EFFECT OF EXTENSIONS OF TIME

9. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held 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 recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

## EFFECT OF CHANGES IN LAWS REGARDING TAXATION

10. 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 thereon, or imposing upon Mortgagee the payment of whole or any part of the taxes or assessments or charge or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby

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to be and become due and payable sixty (60) days from the giving of such notice. Notwithstanding anything to the contrary contained herein, Mortgagor shall not be liable for any federal, state or local income, excess profit, franchise or capital stock taxes of Mortgagee.

## MORTGAGEE'S PERFORMANCE OF DEFAULTED ACTS:

11. In case of default therein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal of 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 redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien thereon, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon at a rate three and one-half percent (3 1/2%) in excess of the mortgage rate. 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 Mortgagor.

## MORTGAGEE'S RELIANCE ON TAX BILLS, ETC.

12. Mortgagee in making payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

## ACCELERATION OF INDEBTEDNESS IN CASE OF DEFAULT

13. If (a) default be made in the due and punctual payment of said notes, or any installment due in accordance with the terms thereof, either of principal or interest and such default shall not be cured within the earlier of ten (10) days following the sending of notice thereof to Mortgagor or as otherwise provided in said notes, or (b) Mortgagor shall file a petition in voluntary bankruptcy or under Chapter 7, Chapter 11, or Chapter 13 of the Federal 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 within ten (10) days; or (c) Mortgagor shall fail to obtain a vacation or stay of involuntary proceedings within sixty (60) days, as hereinafter provided; or (d) Mortgagee or shall be adjudicate a bankrupt, or a trustee or a receiver shall be appointed for Mortgagor or for all of its property or the major part thereof in any involuntary proceeding, or any court shall have take jurisdiction of the property for the reorganization, dissolution, liquidation or winding up of Mortgagor, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within sixty (60) days; or (e) Mortgagor 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 its property or the major part thereof; or, (f) default shall be made in the due observance or performance of any other of the covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by Mortgagor and the same shall continue for thirty

(30) days following the delivery of notice thereof to Mortgagor, then and in every such case the whole of said principal sum hereby secured shall, at once, at the option of Mortgagee, become immediately due and payable, together with accrued interest thereon, without notice to Mortgagor.

## FORECLOSURE; EXPENSE OF ALL TYPES OF LITIGATION

14. 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 expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said premises, including probate, housing and building code violation, and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at a rate which is three and one-half percent (3 1/2%) in excess of the mortgage rate and shall be secured by this mortgage.

## APPLICATION OF PROCEEDS OF FORECLOSURE SALE

15. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to Mortgagor, its successors or assigns, as their rights may appear.

## REMEDIES; FORBEARANCE

16. In addition to each and every remedy heretofore or hereafter described or otherwise existing by law or equity for Mortgagor's breach of any of the terms of this Mortgage or the Mortgage Note it secures, Mortgagor grants Mortgagee, its successors and assigns, the right of set-off against and a lien upon any deposit, moneys, credits and other property held by such Mortgagee, successor or assignee belonging to the Mortgagor. Each remedy provided in this Mortgage is distinct and cumulative to all other rights or remedies under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever. Mortgagee's forbearance to exercise any remedy hereunder shall not be deemed and shall not constitute a waiver of any right or remedy hereunder.

## APPOINTMENT OF RECEIVER

17. Upon, or at any time after the filing of a complaint to foreclose this mortgage, the court in which such complaint is filed may appoint a receiver of said premises.

Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and 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 there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (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.

#### MORTGAGEE'S RIGHT OF POSSESSION IN CASE OF DEFAULT

18. In any case in which under the provisions of this mortgage 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 of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agents or attorneys, as for condition broken, and Mortgagee in its discretion may, with or without force and with or without process of law, 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 mortgagor or the then owner of the premises relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may as attorney in fact or agent of Mortgagor, or in its own name as Mortgagor 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 avails, rents, 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 each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor, 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 avails, rents, 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 each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same, to elect to disaffirm any lease or sublease made subsequent to this mortgage or subordinated to the lien hereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises as to it may seem judicious, insure and reinsure the same and all risks incidental to



Mortgagee's possession, operation and management thereof and to receive all of such avails, rents, issues and profits.

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under leases, and Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and for many and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of 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 and of the terms, covenants or agreements contained in said leases. Should Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

## APPLICATION OF INCOME RECEIVER BY MORTGAGEE

19. Mortgagee in the exercise of the rights and powers here in able conferred upon it by paragraph 18 hereof shall have full power to use and apply the avails, rents, issues and profits of the premises to the payment of or on account of the following, in such order as 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 Mortgagee and its agent or agents, if management be delegate 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 hereinabove 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, and of placing said property in such condition as will, in the judgment of Mortgagee, make it readily rentable;
- (d) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

## MORTGAGEE'S RIGHT OF INSPECTION

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

## CONDEMNATION

21. Mortgagor 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 reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuild, in which event the process shall be held by Mortgagee and used to reimburse Mortgagor for the cost of the rebuilding or restoring or buildings or improvements on said premises, in accordance with plans and specifications to be submitted to

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and approved by Mortgagee. If Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this mortgage and if such taking does not result in cancellation or termination of such lease, the award shall be used to reimburse Mortgagor for the cost of the rebuilding or restoring of buildings or improvements on said premises, provided Mortgagor is required or authorized, either by Mortgagee's election as aforesaid, or by virtue of any such lease, to the same manner as is provided in paragraph 4 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, Mortgagor 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.

## RELEASE UPON PAYMENT AND DISCHARGE OF MORTGAGOR'S OBLIGATIONS

22. 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 execution of such release.

## PARTIAL RELEASES/RELEASE OF UNITS

23. Notwithstanding anything herein to the contrary, Mortgagor may sell one or more residential lots which are part of the premises under a binding written contract provided that such sale is made in compliance with the terms of a Construction Loan Agreement between Mortgagor and Mortgagee dated or even date herewith. Upon compliance with said conditions, Mortgagee shall release this Mortgage as to each subject residential lot.

## GIVING OF NOTICE

24. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to Mortgagor at the mortgaged premises (designated by street address) or to the Mortgagee at its place of business or at such other place as any party hereto may be notified in writing designate as a place for service of notice, shall constitute service of notice hereunder.

## WAIVER OF STATUTORY RIGHTS

25. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "moratorium laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement of foreclosure of this mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates 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. Mortgagor hereby waives all rights of homestead exemption in the premises and any and all rights of redemption from sale under any order or decree of foreclosure of this mortgage on its behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the premises subsequent to the date of this mortgage.

## FURNISHING OF FINANCIAL STATEMENTS TO MORTGAGEE

26. Mortgagor covenants and agrees to furnish to Mortgagee such financial statements as Mortgagee may reasonably require.

## BINDING ON SUCCESSORS AND ASSIGNS

27. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of Mortgagee named herein, and the holder or holders, from time to time, of the note secured hereby.

## LESSEE ATTORNMENT

28. In the event of the enforcement by Mortgagee of the remedies provided for by the law or by this Mortgage, the lessee under each lease of all or any part of the Premises made after the date of recording this Mortgage, if any, shall, at the option of the Mortgagee, attorney to any person succeeding to the interest of Mortgagee, as a result of such enforcement and shall recognize such successor in interest as landlord under such lease without change in the terms or other provisions thereof, provided, however, that the said successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment or modification to any lease made without the prior written consent of Mortgagee or said successor in interest, shall execute and deliver an instrument or instruments confirming such attornment, and Mortgagor shall cause each such lease of all or any part of the Premises to contain a covenant on the lessee's part evidencing its agreement to such attornments.

## TRANSFER OF PROPERTY OR INTEREST IN MORTGAGOR; ASSUMPTION

29. Except as provided in paragraph 23 above, on sale or transfer of (1) all or any part of the premises, or any interest therein, or (ii) any beneficial interest in any land trust which may now or hereafter acquire title to the premises, to any person or entity, Mortgagee may, at its option, declare all sums secured by this Mortgage to be immediately due and payable, and Mortgagee may invoke any other remedies provided by this Mortgage, law or equity. This option shall not apply when the Mortgagee prior to the transfer or sale consents in writing to such transfer or sale subject to whatever terms the Mortgagee may require, including, an increase in the rate of interest payable under the note secured hereby.

Notwithstanding anything to the contrary herein, nothing herein shall be deemed to prohibit transfers as provided by paragraph 23 above.

30. Mortgagor covenants and agrees that it will not, without the prior written consent of Mortgagee, which shall not be unreasonably withheld, further mortgage, grant a deed of trust, pledge or otherwise dispose of or further encumber, whether by operation of law or otherwise, any or all of its interest in the premises and any such mortgage, deed of trust, pledge or encumbrance made without the Mortgagee's prior written consent shall be null and void and the making thereof shall constitute a default under this Mortgage.

31. The Mortgagor represents and warrants that the Premises complies in all material respects and covenants and agrees to cause the Premises to at all times comply, with all applicable federal, state, regional, county or local laws, statutes, rules, regulations or ordinances.

THIS MORTGAGE OF TRUST DEED IN THE NATURE OF A MORTGAGE IS EXECUTED BY LA SALLE NATIONAL TRUST, N.A., NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST NO. 1551 IN THE EXERCISE OF THE POWER AND AUTHORITY CONFERRED UPON AND VESTED IN IT AS SUCH TRUSTEE (AND SAID LA SALLE NATIONAL TRUST, N.A. HEREBY WARRANTS THAT IT POSSESSES FULL POWER AND AUTHORITY TO EXECUTE THE INSTRUMENT) AND IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NOTHING CONTAINED HEREIN OR IN THE NOTE, OR IN ANY OTHER INSTRUMENT GIVEN TO EVIDENCE THE INDEPENDENCE SECURED HEREBY SHALL BE CONSTRUED AS CREATING ANY LIABILITY ON THE PART OF SAID MORTGAGOR OR GRANTEE, OR ON SAID LA SALLE NATIONAL TRUST, N.A. PERSONALLY TO PAY SAID NOTE OR ANY INTEREST THAT MAY ACCRUE THEREON, OR ANY INDEPENDENCE ACCRUING HEREAFTER, OR TO PERFORM ANY COVENANTS, EITHER EXPRESS OR IMPLIED, HEREIN CONTAINED, ALL SUCH LIABILITY, IT AND, BEING HEREBY EXPRESSLY RELEASED BY THE MORTGAGOR OR TRUSTEE UNDER SAID TRUST DEED, THE LEGAL OWNERS OR HOLDERS OF THE NOTE, AND BY EVERY PERSON NOW OR HEREAFTER OBTAINING ANY RIGHT OR SECURITY HEREUNDER; AND THAT AS FAR AS THE MORTGAGOR OR GRANTEE AND SAID LA SALLE NATIONAL TRUST, N.A. PERSONALLY ARE CONCERNED, THE LEGAL HOLDERS OF THE NOTE AND THE OWNER OR OWNERS OF ANY INDEPENDENCE ACCRUING HEREAFTER SHALL LOOK SOLELY TO THE PREMISES HEREBY MORTGAGED OR CONVEYED FOR THE PAYMENT THEREOF BY THE ENFORCEMENT OF THE LIEN CREATED IN THE MANNER HEREIN AND IN SAID NOTE PROVIDED OR BY ACTION TO ENFORCE THE PERSONAL LIABILITY OF THE GRANTEE OR GUARANTOR, IT AND. TRUSTEE DOES NOT WARRANT, INDEMNIFY, DEFEND TITLE NOR IS IT RESPONSIBLE FOR ANY ENVIRONMENTAL DAMAGE.

RIDER ATTACHED TO AND MADE A PART OF THE TRUST DEED OR MORTGAGE DATED Oct 25 1951 UNDER TRUST NO. 1551

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including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. ss 9601 et seq., the Resource Conservation and Recovery Amendments of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. ss 6901 et seq., the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. ss 2601 et seq., the Emergency Planning and Community Right-to-know Act of 1986, 42 U.S.C. s11001 et seq., the Clean Air Act of 1966, as amended, 42 U.S.C. ss 7401 et seq., the National Environmental Policy Act of 1975, 42 U.S.C. ss 4321, the Rivers and Harbours Act of 1899, 33 U.S.C. ss 401 et seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. ss 651 et seq., and the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. s300(f) et seq., and all rules, regulations and guidance documents promulgated or published thereunder, and any state, regional, county or local statute, law, rule, regulation or ordinance relating to public health, safety or the environment, including, without limitation, relating to release, discharges, emissions or disposals to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use, handling or disposal of polychlorinated biphenyls (PCB's), asbestos or area formaldehyde, to the treatment, storage disposal or management of hazardous substances (including, without limitation, petroleum, its derivatives, by-products or other hydrocarbons), to exposure to toxic, hazardous, or other controlled, prohibited or regulated substances, to the transportation, storage, disposal, management or release of gaseous or liquid substances, and any regulation, order, injunction, judgement, decimation, notice of demand issued thereunder.

32. The Mortgagor represents and warrants that it has not given, nor should it give, nor has it received, any notice, letter, citation, order, warning, complaint, injury, claim or demand that: (i) the mortgagor has violated, or is about to violate, any federal, state, regional, county or local environmental, health or safety statute, law, rule, regulation, ordinance, judgement or order, (ii) there has been a release, or there is threat of release, of hazardous substances (including, without limitation, petroleum by its by-products or derivatives or other hydrocarbons) from the Premises; (iii) the mortgagor may be or is liable, in whole or in part, for the costs of cleaning up, remediating or responding to a release of hazardous substances (including, without limitation, petroleum, its by-products or derivatives, or other hydrocarbons); (iv) any of the mortgagor's property or assets are subject to a lien in favor of any Governmental Body for any liability, costs or damages, under federal, state or local environmental law, rule or regulation arising from or costs incurred by such governmental entity in response to a release of a hazardous substance (including, without limitation, petroleum, its by-products or derivatives, or other hydrocarbons). In the event that the Mortgagor receives or gives any notice of the type described in this Section 26, the Mortgagor shall promptly provide a copy of the Mortgage, and in no event, later than fifteen (15) days from the Mortgagor's receipt or submission thereof.

33. The captions and headings of various paragraphs 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.

IN WITNESS WHEREOF, LaSalle National Trust, N.A., as Successor Trustee to personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

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Property of Cook County Clerk's Office

11/15/2011

UNOFFICIAL COPY

LaSalle National Trust, N.A., as Successor Trustee to LASALLE NATIONAL BANK, as Trustee as aforesaid and not personally.

By: [Signature] ASSISTANT VICE PRESIDENT

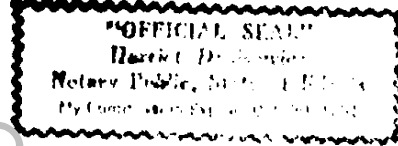
Attest: [Signature] ASSISTANT SECRETARY

STATE OF ILLINOIS )
)
COUNTY OF COOK ) SS.

I, [Notary Name], a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT [Bank Name] of and [William R. Dillon] Assistant Trust Officer/Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed as such [President, and Assistant Trust Officer/Assistant Cashier/Assistant Secretary, respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, of or the uses and purposes therein set forth; and the said Assistant Trust Officer/Assistant Cashier/Assistant Secretary then and there acknowledged that [William R. Dillon] as Custodian of the seal of said Bank, did affix the seal to said instrument as [William R. Dillon] own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, of or the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13 day of [Month]

[Signature] Notary Public



My Commission Expires:

THIS INSTRUMENT PREPARED BY: AND RETURN TO:

STEPHEN GARY POLITOWICZ
DEVON BANK
6445 N. WESTERN AVENUE
CHICAGO, ILLINOIS 60645-5494

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1998 NOV 21 21 PM 2: 05  
CAROL OSBORN  
REGISTRAR OF TITLES  
3927746

Submitted by \_\_\_\_\_  
Address \_\_\_\_\_  
Promised \_\_\_\_\_  
Deliver certifi. to \_\_\_\_\_  
address \_\_\_\_\_  
Deliver subject to \_\_\_\_\_  
Deed to \_\_\_\_\_  
Address \_\_\_\_\_  
Notified \_\_\_\_\_  
LEONELLI

CHICAGO TITLE INS CO



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## LEGAL DESCRIPTION

(TOWNHOUSE)

That part of Lots 12, 13 and 14, in Block 33, in Chicago North Shore Land Company's Subdivision of Sections 17 and 18, Township 42 North, Range 13, East of the Third Principal Meridian, lying North of the following described line, Beginning at a point on the Southwesterly line of said Lots 12, 13 and 14, and being the Northeasterly line of Linden Ave, 90.0 ft. Southeasterly of the Northwesterly corner of said Lot 12, thence Northeasterly at right angles to the Southwesterly line of said Lots 12, 13 and 14, 104.30 ft., more or less to a point on the East line of said Lots, and West line of Green Bay Road, said point being 84.24 ft., more or less, South of the Northeast corner of said Lot 12, all in Cook County, Illinois.

*Legal cont'd next page.*

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TOWN HOUSE PROPERTY

*Town House Lot 13 also described as 7 4 4*

~~Lot 13 and~~ that part of Lot 13, in Block 35, in Chicago North Shore Land Company's Subdivision, in Sections 17 and 18, Township 42 North, Range 13, East of the Third Principal Meridian, described as follows:  
Beginning at the Northwest corner of said Lot 13; thence Southeasterly along the Southwesterly line of said Lot, 40 feet; thence Northeasterly along a line forming an angle of 90 degrees, with the prolongation of the last described line, 104.30 feet to the Westerly line of Green Bay Road; thence Northerly along the Westerly line of Green Bay Road, said line forming an angle of 87 degrees, 19 minutes, 23 seconds, with the prolongation of the last described line, 34.24 feet to the Northeast corner of said Lot 13; thence Westerly along the North line of said Lot 13, forming an angle of 90 degrees with the prolongation of the last described line, 20.71 feet to an angle point in said Lot 13; thence Southwesterly along the Northerly line of said Lot, 105.35 feet to the place of beginning, all in Cook County, Illinois.

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