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It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixtures, and specifically but not by way of limitation all shades and awnings, screens and carpets, shrubbery, gas and electric fixtures,

TOGETHER with all improvements thereon situate and which may hereafter be erected or placed thereon, and all and singular the tenements, hereditaments and appurtenances and assessments thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said premises.

This Mortgage shall also secure any and all renewals or extensions of the whole or any part of the indebtedness hereby secured however advanced, with interest at such lawful rate as may be agreed upon, and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity or priority of this Mortgage, nor release the Mortgagee from personal liability for the indebtedness hereby secured.

parts of Lots 11 and 12 of School Trustee's Subdivision of Section 16, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Property Address: 4800-4910 W. Irving Park Road, Chicago, IL Tax I.D. #: 13-16-430-021-0000 which with the property hereinafter described, is referred to herein as the "premises".

NOW THEREFORE, Mortgagee to secure the payment of the said principal sum of money, said interest, and assessed late charges in accordance with the terms, provisions and limitations of this Mortgage, and also in consideration of the sum of one dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents, grant, remise, release, and convey unto the Mortgagee, its successors and assigns, the following described Real Estate situate, lying and being in the County of Cook and the State of Illinois, to

All such payments on account of the indebtedness evidenced by said note shall be first applied to interest on the unpaid principal balance and the remainder to principal. Interest after maturity, whether by reason of acceleration of otherwise, shall bear interest at the rate of Thirteen percent (13%) per annum, and all of said principal and interest being made payable at the main banking facility of BANK OF LINCOLNWOOD, 4433 West Touhy Avenue, Lincolnwood, Illinois. Interest shall be computed on the basis of a 360-day year for actual number of days elapsed unless otherwise specified herein.

THAT WHEREAS, the Mortgagee has concurrently herewith executed a Mortgage Installment Note bearing even date herewith in the principal sum of One Hundred Fifty Thousand and no/100 Dollars, payable to Mortgagee and delivered, in and by which said Note the Maker promises to pay said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid, together with interest at the rate of 10 percent per annum in 59 equal monthly installments of One Thousand and four Hundred Forty Seven and 55/100 Dollars, beginning August 15, 1990 and on the same day of each month thereafter, with a final payment of the entire remaining balance of unpaid principal and interest on July 15, 1995.

## M I N I S T E R

THIS INDENTURE, made July 25, 1990, between LaSalle National Trust, N.A., as Successor Trustee to LaSalle National Bank, as Successor Trustee to Exchange National Bank of Chicago under Trust Agreement dated October 20, 1975 known as Trust #10-30614-09, (herein referred to as "Mortgagee") and BANK OF LINCOLNWOOD, 4433 West Touhy Avenue, Lincolnwood, Illinois (herein referred to as "Mortgagee").

MORTGAGE

NOTE IDENTIFIED

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3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and such other risks and hazards as are insurable under the present and future forms of all-risk insurance policies providing for payment by the insurance company of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in compliance herewith to the Mortgagor, under insurance policies payable, in case of loss or damage to the Mortgagor, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Mortgagor, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

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 Mortgagor 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. Mortgagor may, in its sole discretion, require Mortgagor at any time to deposit with Mortgagor in a non-interest bearing account an amount equal to one twelfth (1/12th) the amount of the annual general real estate taxes and special assessments levied against the property. In the event that such taxes and assessments exceed the deposit, Mortgagor agrees to immediately deposit the amount of the deficiency upon demand by Mortgagor. Failure to make any such deposit shall constitute a default hereunder.

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) 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 Mortgagor; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

TO HAVE AND TO HOLD the above described premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagor, its successors and assigns, forever, for the purposes herein set forth and for the security of the said principal note hereinafter described, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive. In addition, the Mortgagor covenants with the Mortgagor as follows:

Secured party (as such term is defined in the Uniform Commercial Code). Interest in such property, which Mortgagor hereby grants to the Mortgagor as the Uniform Commercial Code for the purpose of creating hereby a security Code. This Mortgage is hereby deemed to be as well a Security Agreement under not constitute a "fixture" as such term is defined in the Uniform Commercial Code. This Mortgage is hereby deemed to be as well a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest on the said Mortgagor in and to said premises, property, improvements, furniture, apparatus, furnishings and fixtures are hereby assigned and pledged, and as to any of the property or does not, and conveyed by this Mortgage, and all the estate, right, title or accession to the tenfold and a part of the realty, whether affixed or annexed described premises shall be conclusively deemed to be the "fixtures" and an other manner whatsoever, which are now or hereafter to be used upon said by nails, screws, bolts, pipe connections, masonry, or in any premises, whether or not the same are or shall be attached to said building building, similar to any building now or hereafter standing on said ever be furnished by a landlord in letting and operating an unfurnished and appurtenances, and such other goods and chattels as may plumbing and heating fixtures, mirrors, mantels, refrigerating plants, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water-closets, basins, pipes, faucets and other

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4. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or 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 hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate stated above. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

5. The Mortgagee making any payment hereby authorized relating to taxes or 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.

6. The Maker shall pay each item of indebtedness herein mentioned, both principal, interest, and assessed late charges when due according to the terms hereof. At the option of Mortgagee, without notice to or demand upon the Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note; (b) immediately in the event Mortgagor shall, without the prior consent of Mortgagee, sell, transfer, convey, encumber, or assign the title to all or any portion of the premises, or the rents, issue, or profits therefrom, whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing, or in the event the owner, or if there be more than one, any of the owners, of the beneficial interest in the trust of which Mortgagor is title holder (any such owner being herein referred to as a "Beneficial Owner") shall, without the prior written consent of Mortgagee, transfer or assign all or any portion of such beneficial interest, or the rents, issues, or profits from the premises (including, without being limited to, a collateral assignment), whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing, Mortgagee, at its option, shall then have the unqualified right to accelerate the maturity of the Note, causing the full principal balance, accrued interest, and prepayment premium, if any, to be immediately due and payable without notice to Mortgagor, or (c) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. 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 the Mortgagee for attorneys' fees, special process server fees, Mortgagee's 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, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be 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 shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate stated above, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or

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proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. 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 overplus to Mortgagor, its successors or assigns, as their rights may appear.

9. Upon, 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 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 rents, issues, and profits, and all other powers which may be necessary or 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: (1) The indebtedness secured hereby, or 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; (2) The deficiency in case of a sale and deficiency.

10. In the event of a judicial proceeding to foreclose this Mortgage, Mortgagor does hereby expressly waive any and all rights of redemption from sale under any decree or judgment of foreclosure of this mortgage on its own behalf, and on behalf of its successors and assigns and each and every person acquiring any interest in or title to the premises subordinate or subsequent hereto, and on behalf of all other persons to the extent permitted by the applicable provisions of the statutes and laws of the State of Illinois, except decree or judgment creditors acquiring an interest in the premises subsequent to the date hereof, and agrees that when sale is had under any decree or judgment of foreclosure of this mortgage, upon confirmation of such sale, the Sheriff or other officer making such sale, shall be and is authorized immediately to execute and deliver to the purchaser at such sale a deed conveying the premises.

11. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

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

13. Mortgagee has no duty to examine the title, location, existence, or condition of the premises, nor shall Mortgagee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.

14. Mortgagor hereby waive trial by jury.

15. If the Mortgagor shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntary or involuntary, any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in any note evidencing the same, at the option of the holder hereof, and without demand or notice shall immediately become due and payable.

16. Mortgagee shall release this Mortgage and the lien thereof by



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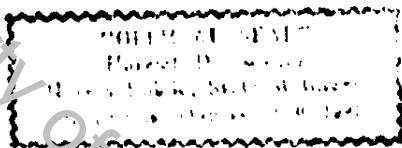
I, PAUL J. DENNEHEY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Corinne Bek, Asst. Vice President and William H. Dillon, Asst. Secretary of LASALLE NATIONAL TRUST, N.A.

, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

Asst. Vice President and Assistant 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 Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Trustee, did affix the seal of said Trustee to said instrument as said him own free and voluntary act and as the free and voluntary act of said Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of July, 1990.



Paul J. Dennehey  
Notary Public

My Commission Expires:  
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This instrument prepared by: J. Scharlau  
4433 W. Touhy Ave.  
Lincolnwood, IL 60646

Mail To: Bank of Lincolnwood  
4433 W. Touhy Ave.  
Lincolnwood, IL 60646

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IN DUPLICATE

1990 NOV 30 PM 3 23  
CAROL MOSELEY BERRY  
REGISTRAR OF TITLES

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8015266

Submitted by \_\_\_\_\_

Address \_\_\_\_\_

Proposed \_\_\_\_\_

Deliver date 8/25/88

Address 8015266

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CHICAGO TITLE INS. #  
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