

Doc 46026 part 2 p 64
11/19/91 ON ORDER 14463141497713

NOTE DENIED

D-3 72-77-494

11-22-91

MORTGAGE (Participation)

3936581

This mortgage made and entered into this 10th day of December 1990, by and between Chester J., Inc. and Palos Bank and Trust Company, an Illinois Banking Corporation, not personally but as trustee under trust agreement dated October 15, 1990 and known as Trust No. 1-3063,

(hereinafter referred to as mortgagor) and The South Shore Bank of Chicago

(hereinafter referred to as mortgagee), who maintains an office and place of business at 7054 S. Jeffrey Boulevard, Chicago, Illinois 60649

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated State of Illinois

Lots 16, 17, 18, 19, 20, 21, 22, 23 and 24, all in Block 43 in Ironworker's Addition to South Chicago, being a subdivision of the South Fractional half of Fractional Section 8, Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois

Common address: Northwest corner of 106th Street and Indianapolis Blvd. Chicago, Illinois

Tax Identification Nos.: 26-08-408-005, 26-08-408-006, 26-08-408-007, 26-08-408-008, 26-08-408-009, 26-08-408-010, 26-08-408-011

Together with and including all buildings, all fixtures including but not limited to air plants, heating, lighting, ventilating, refrigerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereinafter and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled in the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee (to be held in fee simple or such other estate, if any, as is stated herein.

Rights under and by virtue of the homestead exemption laws of the State of Illinois. The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey, as a property, that the same is free from all encumbrances except as hereinafter recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated December 10, 1990 in the principal sum of \$ 700,000.00 signed by Chester J. Dewula as president in behalf of Chester J., Inc. and by Palos Bank and Trust Company, an Illinois Banking Corporation, not personally but as trustee under trust agreement dated October 15, 1990 and known as Trust No. 1-3063

3936581

3936581

UNOFFICIAL COPY

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Palos Bank and Trust Company, an Illinois banking corporation, not personally but as trustee under trust agreement dated October 15, 1990, and known as Trust No. 1-3063

Chester J., Inc., an Illinois corporation

By: Jeffrey C. Schiner
Trust Officer

By: [Signature]
Chester J., Inc., President

ATTEST: [Signature]
Notary Public

Attest: [Signature]

COPIES OF THIS INSTRUMENT MUST BE ATTACHED TO ANY INSTRUMENT TO BE FILED AND MADE A PART THEREOF

SEE RIDER ATTACHED AND MADE A PART OF Mortgage DATED 12/10/90 RELATING TO REAL ESTATE HELD UNDER TRUST NO. 1-3063, PALOS BANK AND TRUST COMPANY, AS TRUSTEE.

This mortgage is executed by Palos Bank and Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Palos Bank and Trust Company or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, of any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signor, endorser or guarantor of said note.

3936581

(Notarial Seal)

OFFICIAL SEAL
BARBARA J. SUTRO
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB. 7, 1994

Barbara J. Sutro
Notary Public

MORTGAGE

Chester J., Inc. and Palos Bank and Trust Company, an Illinois banking corporation, not personally but as trustee under trust agreement dated October 15, 1990 and known as Trust No. 1-3063,

TO

The South Shore Bank of Chicago

This instrument prepared by:
Cornelius P. Brown
Cohon, Raizes & Regal
208 S. LaSalle St., #1860
Chicago, IL 60604
312/726-2252

RECORDING DATA

U.S. GOVERNMENT PRINTING OFFICE: 1989 O-588-875

RETURN TO:

Name Cornelius P. Brown
..... COHON, RAIZES & REGAL
Address ..208 S. LaSalle., #1860.....
..... Chicago, IL 60604

MORTGAGE

Chester J., Inc. and Palos Bank and Trust Company, an Illinois Banking Corporation, not personally but as trustee under trust agreement dated October 15, 1950 and known as Trust No. 1-5053,

TO
The South Shore Bank of Chicago

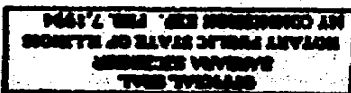
This instrument prepared by:
Cornelius P. Brown
John R. Hayes & Regal
208 S. LaSalle St., #1860
Chicago, IL 60604
312/776-2252

UNOFFICIAL COPY

RECORDING DATA

RETURN TO:

Name: Cornelius P. Brown
CORN, RAYES & REGAL
Address: 208 S. LaSalle, #1860
Chicago, IL 60604



(Notarial Seal)

Notary Public

Betham Reynolds
December 21, 1990

Given under my hand and notarial seal this 21 day of December, 1990, I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me Chester J. Demule and Dorothy Demule, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the President and Secretary, respectively, of Chester J., Inc., and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed and delivered in the name and in behalf of said corporation by the authorized officers of their stockholders and Board of Directors as the free and voluntary act of said corporation for the uses and purposes set forth, including the waiver of rights of redemption and waiver of all rights and benefits under and by virtue of the homestead exemption laws.

(Add Appropriate Acknowledgments)

Executed and delivered in the presence of the following witnesses:

1859233

000000

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UNOFFICIAL MORTGAGE COPY

(Participation)

3936581

This mortgage made and entered into this 10th day of December 19 90, by and between Chester J., Inc. and Palos Bank and Trust Company, an Illinois banking corporation, not personally but as trustee under trust agreement dated October 15, 1990 and known as Trust No. 1-3063, (hereinafter referred to as mortgagor) and The South Shore Bank of Chicago (hereinafter referred to as mortgagee), who maintains an office and place of business at 7054 S. Jeffery Boulevard, Chicago, Illinois 60649

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Cook State of Illinois

Lots 16, 17, 18, 19, 20, 21, 22, 23 and 24, all in Block 43 in Ironworker's Addition to South Chicago, being a Subdivision of the South fractional half of Fractional Section 8, Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

Common address: Northwest corner of 106th Street and Indianapolis Blvd. Chicago, Illinois

Tax Identification Nos.: 26-08-408-005, 26-08-408-006, 26-08-408-007, 26-08-408-008, 26-08-408-009, 26-08-408-010, 26-08-408-011

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declares that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all interests now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise participating, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and receive the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee (or any of them) in fee simple or such other estate, if any, as is stated herein.

rights under and by virtue of the homestead exemption laws of the State of Illinois.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated December 10, 1990 in the principal sum of \$ 700,000.00 signed by Chester J. Lewin as president in behalf of Chester J., Inc. and by Palos Bank and Trust Company, an Illinois banking corporation, not personally but as trustee under trust agreement dated October 15, 1990 and known as Trust No. 1-3063

SBA FORM 998 (11-88) USE 2-78 EDITION UNTIL EXHAUSTED

against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way affect the personal liability of any co-signor, endorser or guarantor of said note.

D-3 72-77-494

NOTE CONTAINED

Dear Mortgagor ppty 11/7/91 on Cert 146141368411497/135

3936581

10/18/90

UNOFFICIAL COPY

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of insurty, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and, thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 3501 E. 106th Street, Chicago, IL 60617 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 7054 S. Jeffery Blvd., Chicago, IL 60649

10 (a) Mortgagor, on behalf of himself/herself and each and every person claiming by, through or under Mortgagor, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to Mortgagee's right to any remedy, legal or equitable, which Mortgagee may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this Mortgage; and without prejudice to Mortgagee's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this Mortgage.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

j. All awards of damages in connection with any condemnation for public use or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, construct, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in his discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

f. He will continuously maintain fire and insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagee will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagee, and each insurance company consent (and a hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagee and mortgagee (and), and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

e. The rights created by the covenants shall remain in full force and effect during any postponement or extension of the term of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, his successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property, the above described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, the mortgagor shall to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument. The mortgagor hereby agrees to permit mortgagee to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinafter, and will promptly deliver the official receipts therefor to the said mortgagee.

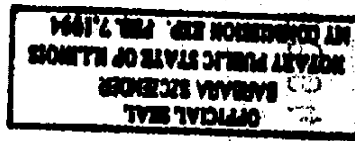
a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

1. The mortgagor covenants and agrees as follows:

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration (13 C.F.R. 101.1(d)), this instrument is to be construed and enforced in accordance with applicable Federal law.

1859658

UNOFFICIAL COPY



Barbara Schneider
Notary Public

Given under my hand and Notarial Seal this 21 day of December, 1990.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the undersigned, Barbara Schneider, of the Palos Bank and Trust Company, an Illinois banking corporation, Trustee under Trust No. 1-3063, and known to me to be the same persons whose names are subscribed to the foregoing instrument as such Barbara Schneider and Barbara Schneider 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 bank, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said bank, did affix the said corporate seal of said bank to said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
()
COUNTY OF COOK)

Palos Bank and Trust Company, an Illinois banking corporation, not personally but as Trustee as aforesaid and not personally
BY: Barbara Schneider

ATTEST:
Barbara Schneider

(Corporate Seal)

This sheet is attached to and forms a part of the certain mortgage dated December 10, 1990, from the undersigned, Palos Bank and Trust Company, an Illinois banking corporation, not personally but as Trustee as aforesaid, Mortgage, to The South Shore Bank of Chicago, Mortgage, covering real estate in Cook County, Illinois.

This mortgage is executed by Palos Bank and Trust Company, an Illinois banking corporation, not personally but as Trustee under a deed or deeds in Trust No. 1-3063, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said bank hereby warrants that it possesses full power and authority to execute this instrument and the note secured hereby); and no personal liability shall exist or be asserted or enforceable against the said bank generally or in any capacity other than as Trustee as aforesaid, because or in respect of this mortgage or the said note, and its liability as such trustee shall be limited to and enforceable only out of the property described in this mortgage, by enforcement of the lien hereof and no duty shall rest upon said bank to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

TRUSTEE ACKNOWLEDGMENT

18556331

