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or contained in the first mortgage exhibiting against the premises on the date hereof.

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The proceeds of any foreclosure sale of the premises shall be distributed and applied in the order set forth in the Note; and the surplus (if any) to Borrower, Borrower's heirs, legal representatives or assigns, as their rights may appear.

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 and the maintenance of the lien of this Mortgage, including the fee of any attorney employed by Lender in any litigation or proceeding affecting this Mortgage, the Note or said premises, shall be immediately due and payable by Borrower, with interest from the date of disbursement at the Default Rate stated in the Note and shall be secured by this Mortgage.

15. **Expenses.** When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof for such indebtedness in the manner and on the terms and conditions set forth in the Note and included as additional indebtedness in the deed for sale all expenditures and expenses which may be incurred by or on behalf of Lender for attorney's fees, appraisers' fees, outlays for documentary and export evidence, memoranda, changes, publication costs, and costs (which may be retained as to them) to be expended after entry of the decree for 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 Lender may deem reasonable, necessarily either to procure such title or to evidence to title at any sale which may be had pursuant to such condition of the title to of the value of the premises.

16. **Default.** It is understood and agreed that the indebtedness secured hereby was created solely due to the financial speculation, creditworthiness, background and business sophistication of Borrower and Lender continues to rely upon such means of maintaining the value of the premises. It is further understood and agreed that any secondary or junior financing placed upon the premises or the improvements located thereon, or upon the interest of Borrower or any other party which would divert funds which would be used to pay the debt, expenses or the improvements of the premises, shall be immediately due and payable by Borrower, with interest from the date of disbursement at the Default Rate stated in the Note and shall be secured by this Mortgage.

17. **Assignment.** Any sale, conveyance, assignment, pledge, hypothecation, encumbrance or other transfer of title to, or any interest in, or the financing of any lien upon the premises (whether voluntarily or by operation of law) without Lender's prior written consent shall be an Event of Default hereunder, except for first mortgage exhibiting against the premises on the date hereof.

18. **Prohibition on Sale or Pledging.** A. Any consent by Lender to, or any waiver of, or any waiver of power of Lender upon a subsequent event of default, or, in any event, any right, remedy or power of Lender shall be prohibited under this Paragraph 18, and shall constitute a consent to, or a waiver of, any right, remedy or power of Lender.

B. It is understood and agreed that the indebtedness secured hereby was created solely due to the financial speculation, creditworthiness, background and business sophistication of Borrower and Lender continues to rely upon such means of maintaining the value of the premises. It is further understood and agreed that any secondary or junior financing placed upon the premises or the improvements located thereon, or upon the interest of Borrower or any other party which would divert funds which would be used to pay the debt, expenses or the improvements of the premises, shall be immediately due and payable by Borrower, with interest from the date of disbursement at the Default Rate stated in the Note and shall be secured by this Mortgage.

19. **Prohibition on Sale or Pledging.** A. Any consent by Lender to, or any waiver of, or any waiver of power of Lender upon a subsequent event of default, or, in any event, any right, remedy or power of Lender shall be prohibited under this Paragraph 19, and shall constitute a consent to, or a waiver of, any right, remedy or power of Lender.

B. It is understood and agreed that the indebtedness secured hereby was created solely due to the financial speculation, creditworthiness, background and business sophistication of Borrower and Lender continues to rely upon such means of maintaining the value of the premises. It is further understood and agreed that any secondary or junior financing placed upon the premises or the improvements located thereon, or upon the interest of Borrower or any other party which would divert funds which would be used to pay the debt, expenses or the improvements of the premises, shall be immediately due and payable by Borrower, with interest from the date of disbursement at the Default Rate stated in the Note and shall be secured by this Mortgage.

20. **Prohibition on Sale or Pledging.** A. Any consent by Lender to, or any waiver of, or any waiver of power of Lender upon a subsequent event of default, or, in any event, any right, remedy or power of Lender shall be prohibited under this Paragraph 20, and shall constitute a consent to, or a waiver of, any right, remedy or power of Lender.

B. It is understood and agreed that the indebtedness secured hereby was created solely due to the financial speculation, creditworthiness, background and business sophistication of Borrower and Lender continues to rely upon such means of maintaining the value of the premises. It is further understood and agreed that any secondary or junior financing placed upon the premises or the improvements located thereon, or upon the interest of Borrower or any other party which would divert funds which would be used to pay the debt, expenses or the improvements of the premises, shall be immediately due and payable by Borrower, with interest from the date of disbursement at the Default Rate stated in the Note and shall be secured by this Mortgage.

21. **Prohibition on Sale or Pledging.** A. Any consent by Lender to, or any waiver of, or any waiver of power of Lender upon a subsequent event of default, or, in any event, any right, remedy or power of Lender shall be prohibited under this Paragraph 21, and shall constitute a consent to, or a waiver of, any right, remedy or power of Lender.

B. It is understood and agreed that the indebtedness secured hereby was created solely due to the financial speculation, creditworthiness, background and business sophistication of Borrower and Lender continues to rely upon such means of maintaining the value of the premises. It is further understood and agreed that any secondary or junior financing placed upon the premises or the improvements located thereon, or upon the interest of Borrower or any other party which would divert funds which would be used to pay the debt, expenses or the improvements of the premises, shall be immediately due and payable by Borrower, with interest from the date of disbursement at the Default Rate stated in the Note and shall be secured by this Mortgage.

22. **Prohibition on Sale or Pledging.** A. Any consent by Lender to, or any waiver of, or any waiver of power of Lender upon a subsequent event of default, or, in any event, any right, remedy or power of Lender shall be prohibited under this Paragraph 22, and shall constitute a consent to, or a waiver of, any right, remedy or power of Lender.

B. It is understood and agreed that the indebtedness secured hereby was created solely due to the financial speculation, creditworthiness, background and business sophistication of Borrower and Lender continues to rely upon such means of maintaining the value of the premises. It is further understood and agreed that any secondary or junior financing placed upon the premises or the improvements located thereon, or upon the interest of Borrower or any other party which would divert funds which would be used to pay the debt, expenses or the improvements of the premises, shall be immediately due and payable by Borrower, with interest from the date of disbursement at the Default Rate stated in the Note and shall be secured by this Mortgage.

23. **Prohibition on Sale or Pledging.** A. Any consent by Lender to, or any waiver of, or any waiver of power of Lender upon a subsequent event of default, or, in any event, any right, remedy or power of Lender shall be prohibited under this Paragraph 23, and shall constitute a consent to, or a waiver of, any right, remedy or power of Lender.

B. It is understood and agreed that the indebtedness secured hereby was created solely due to the financial speculation, creditworthiness, background and business sophistication of Borrower and Lender continues to rely upon such means of maintaining the value of the premises. It is further understood and agreed that any secondary or junior financing placed upon the premises or the improvements located thereon, or upon the interest of Borrower or any other party which would divert funds which would be used to pay the debt, expenses or the improvements of the premises, shall be immediately due and payable by Borrower, with interest from the date of disbursement at the Default Rate stated in the Note and shall be secured by this Mortgage.

24. **Prohibition on Sale or Pledging.** A. Any consent by Lender to, or any waiver of, or any waiver of power of Lender upon a subsequent event of default, or, in any event, any right, remedy or power of Lender shall be prohibited under this Paragraph 24, and shall constitute a consent to, or a waiver of, any right, remedy or power of Lender.

B. It is understood and agreed that the indebtedness secured hereby was created solely due to the financial speculation, creditworthiness, background and business sophistication of Borrower and Lender continues to rely upon such means of maintaining the value of the premises. It is further understood and agreed that any secondary or junior financing placed upon the premises or the improvements located thereon, or upon the interest of Borrower or any other party which would divert funds which would be used to pay the debt, expenses or the improvements of the premises, shall be immediately due and payable by Borrower, with interest from the date of disbursement at the Default Rate stated in the Note and shall be secured by this Mortgage.

25. **Prohibition on Sale or Pledging.** A. Any consent by Lender to, or any waiver of, or any waiver of power of Lender upon a subsequent event of default, or, in any event, any right, remedy or power of Lender shall be prohibited under this Paragraph 25, and shall constitute a consent to, or a waiver of, any right, remedy or power of Lender.

B. It is understood and agreed that the indebtedness secured hereby was created solely due to the financial speculation, creditworthiness, background and business sophistication of Borrower and Lender continues to rely upon such means of maintaining the value of the premises. It is further understood and agreed that any secondary or junior financing placed upon the premises or the improvements located thereon, or upon the interest of Borrower or any other party which would divert funds which would be used to pay the debt, expenses or the improvements of the premises, shall be immediately due and payable by Borrower, with interest from the date of disbursement at the Default Rate stated in the Note and shall be secured by this Mortgage.

26. **Prohibition on Sale or Pledging.** A. Any consent by Lender to, or any waiver of, or any waiver of power of Lender upon a subsequent event of default, or, in any event, any right, remedy or power of Lender shall be prohibited under this Paragraph 26, and shall constitute a consent to, or a waiver of, any right, remedy or power of Lender.

B. It is understood and agreed that the indebtedness secured hereby was created solely due to the financial speculation, creditworthiness, background and business sophistication of Borrower and Lender continues to rely upon such means of maintaining the value of the premises. It is further understood and agreed that any secondary or junior financing placed upon the premises or the improvements located thereon, or upon the interest of Borrower or any other party which would divert funds which would be used to pay the debt, expenses or the improvements of the premises, shall be immediately due and payable by Borrower, with interest from the date of disbursement at the Default Rate stated in the Note and shall be secured by this Mortgage.

27. **Prohibition on Sale or Pledging.** A. Any consent by Lender to, or any waiver of, or any waiver of power of Lender upon a subsequent event of default, or, in any event, any right, remedy or power of Lender shall be prohibited under this Paragraph 27, and shall constitute a consent to, or a waiver of, any right, remedy or power of Lender.

B. It is understood and agreed that the indebtedness secured hereby was created solely due to the financial speculation, creditworthiness, background and business sophistication of Borrower and Lender continues to rely upon such means of maintaining the value of the premises. It is further understood and agreed that any secondary or junior financing placed upon the premises or the improvements located thereon, or upon the interest of Borrower or any other party which would divert funds which would be used to pay the debt, expenses or the improvements of the premises, shall be immediately due and payable by Borrower, with interest from the date of disbursement at the Default Rate stated in the Note and shall be secured by this Mortgage.

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This JUNIOR MORTGAGE is executed by the PIONEER BANK & TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated * and known as Trust No. * in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said principal note or obligation contained shall be construed as creating any liability on the part of the PIONEER BANK & TRUST COMPANY, personally to pay the said obligation or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein or in said obligation contained, all such liability, if any, being expressly waived by said mortgage and by every person now or hereafter claiming any right or security thereunder. * August 1, 1989 and June 8, 1990 ** 25158 and 25291 respectively

TRUSTEE'S ACCEPTANCE AND EXERCISE OF AUTHORITY

RETURN TO RECORDER, ROOM 340

Kate Kendall & Weinberg
200 North LaSalle Street
Suite 2300
Chicago, Illinois 60601

DOCUMENT PREPARED BY:

TESTAMENTARY

[Handwritten signature]
ATTEST

BY: *[Handwritten signature]*
President

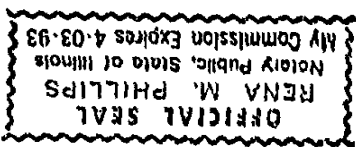
Pioneer Bank and Trust Company,
not personally but solely as trustee aforesaid

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

- B. Borrower represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of any portion of the Premises has been or will be, without Lender's consent, waived, reduced, discontinued, or otherwise discharged or compromised by Borrower. Borrower shall not grant any rights of set off or permit any set off to rent by any person in possession of any portion of the Premises. Borrower agrees that it will not assign any lease or any rents or profits of the Premises, except to Lender or with the prior written consent of Lender.
- C. Nothing herein contained shall be construed as constituting Lender as a mortgagee in possession in the absence of the taking of actual possession of the Premises by Lender. In the event of the power herein granted Lender, nullity shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.
- D. Borrower further agrees to assign and transfer to Lender all future leases upon all or any part of the Premises and to execute and deliver, at the request of Lender, all such further assurances and assignments in the Premises as Lender shall from time to time require.
- E. Borrower expressly covenants and agrees that if Borrower, as lessor under any lease for all or any part of the Premises, shall fail to perform and fulfill any term, covenant, condition or provision in said lease or leases, or any of them or its part to be performed or fulfilled, at the time and in the manner in said lease or leases provided, or if Borrower shall suffer or permit to occur any breach or default under the provisions of any assignment of any lease or leases given as additional security for the payment of the indebtedness secured hereby, such breach or default shall constitute a default hereunder and entitle Lender to all rights available to it in such event.
- F. At the option of Lender, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement in matters proceeds or any award in eminent domain), to any one or more leases affecting any part of the Premises, upon the execution by Lender and recording or registration thereof, at any time hereafter, in the office wherein this Mortgage was registered or filed for record, or a unilateral declaration to that effect.

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Rena M. Phillips
Notary Public

August 1, 1993 and June 8, 1990
**25158 and 25291, respectively

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President/Trust Officer of the PIONEER BANK & TRUST COMPANY, personally known to me to be the same person whose name are subscribed to the foregoing instrument as such Vice President/Trust Officer 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 Corporation 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 Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of January, 1991.

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EXHIBIT "A"

Lots Thirty-three (33) and Thirty-four (34) in Mason's Subdivision of the West (W) part of Lot Five (5) and the South Thirty-three feet (S 33') of Lot Three (3) in Assessor's Division of unsubdivided lands in the South Half (S 1/2) of the South West Quarter (SW 1/4) of Section Thirty-one (31), Township Forty North (40 N), Range Fourteen (14), East (E) of the Third (3rd) Principal Meridian, in Cook County, Illinois.

Address: 1622-36 N. Claremont Avenue
Chicago, Illinois

PIN: 14-31-326-031

Lot 2 (except that part thereof lying West of a line 50 feet East of and parallel with the West line of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian) in Harry Zisocks Re-subdivision of Lots 1 to 9, both inclusive in Block 13, in Holstein, a Subdivision of the West 1/2 of the North-West 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 2117 N. Western Avenue
Chicago, Illinois

PIN: 14-31-124-002

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