



NOTICIAL COPY

FORM 4084

Subscribed and sworn to me this

1991

6th day of May

[Handwritten signature]

Affiant further states that affiant makes this affidavit for the purpose of inducing the Registrar of Titles, Cook County, Illinois to issue his Torrens Certificate of title free and clear of possible United States Tax Liens.

FROM (DATE)	TO (DATE)	OCCUPATION	EMPLOYER	ADDRESS (STREET NO., CITY, STATE)
1973	Present	President (Michls)	Pope Salvage	3450 N. River Road, Franklin Park, IL 60131

Affiant further states that during the last 10 years, affiant has had the following occupation and business addresses and none other:

FROM (DATE)	TO (DATE)	STREET NO.	CITY	STATE
1985	Present	1114 GRISSOM DR.	Palmdale	Illinois 60067
1975	1985	743 Love St.	Elmhurst Village	Illinois 60007

Affiant further states that during the last 10 years, affiant has resided at the following address and none other:

Affiant further states that his social security number is 332-42-9531 and that there are no United States Tax Liens against him.

county & state _____
case _____
date of decree _____

4. divorced from _____

3. sold marriage having taken place on April 14, 1989

3. married to Christine M. Pope

2. the widow(er) of _____

1. has never been married

is 41 years of age and MICHAEL Q. POPE, Sr. being duly sworn, upon oath states that he

State of Illinois }
County of Cook }

FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

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COMMERCIAL EXEMPT
AD VALOREM TAX
CIVIL SERVICE
OFFICIAL USE

Property of Cook County Clerk's Office

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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PARCEL 1:

THAT PART OF LOT "B", LYING SOUTHERLY OF A LINE DRAWN FROM A POINT IN THE EASTERLY LINE OF SAID LOT "B", 58.52 FEET NORTHWESTERLY (MEASURED ALONG SAID EASTERLY LINE) OF THE SOUTHEASTERLY CORNER OF SAID LOT "B"

3363442

TO A POINT IN THE MOST SOUTHERLY SOUTHWESTERLY LINE OF SAID LOT "B" 61.16 FEET NORTHWESTERLY (MEASURED ALONG SAID SOUTHWESTERLY LINE) OF THE MOST SOUTHERLY SOUTHWESTERLY CORNER OF SAID LOT "B" IN THE RESUBDIVISION OF PARTS OF LOTS 3, 4 AND 5 IN BLOCK 9 IN VOLK BROTHERS RIVER DRIVE ADDITION TO FRANKLIN PARK, IN ROBINSON'S RESERVE IN FRACTIONAL SECTION 22, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF CLAUDE LA FRANBOIS RESERVE IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MARCH 30, 1953, AS DOCUMENT 1453869, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THAT PART OF LOT 5 IN BLOCK 9 IN VOLK BROTHER'S RIVER DRIVE ADDITION TO FRANKLIN PARK, IN ROBINSON'S RESERVE ALL IN FRACTIONAL SECTION 22, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTHEASTERLY LINE OF SAID LOT, 190.18 FEET NORTHWESTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT; THENCE CONTINUING ON THE NORTHEASTERLY LINE OF SAID LOT, 23 FEET; THENCE SOUTHWESTERLY TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT, SAID POINT BEING 140.95 FEET NORTHWESTERLY OF THE MOST SOUTHERLY SOUTH WEST CORNER OF SAID LOT; THENCE SOUTHEASTERLY ON THE SOUTHWESTERLY LINE OF SAID LOT, 57 FEET; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 3:

ALL OF LOT "B" EXCEPT THAT PART THEREOF LYING SOUTHERLY OF A LINE DRAWN FROM A POINT IN THE EASTERLY LINE OF SAID LOT "B", 58.52 FEET NORTHWESTERLY (MEASURED ALONG SAID EASTERLY LINE) OF THE SOUTHEASTERLY CORNER OF SAID LOT "B", TO A POINT IN THE MOST SOUTHERLY SOUTHWESTERLY LINE OF SAID LOT "B", 61.16 FEET NORTHWESTERLY (MEASURED ALONG SAID SOUTHWESTERLY LINE) OF THE MOST SOUTHERLY SOUTHWESTERLY CORNER OF SAID LOT "B", ALSO EXCEPT THAT PART OF SAID LOT "B", LYING NORTHERLY OF A LINE DRAWN FROM A POINT IN THE EASTERLY LINE OF SAID "B", 60.0 FEET SOUTHEASTERLY (MEASURED ALONG SAID EASTERLY LINE) OF THE NORTHEASTERLY CORNER OF SAID LOT "B", TO AN ANGLE POINT, SAID ANGLE POINT BEING THE INTERSECTION OF THAT NORTHEASTERLY LINE OF LOT "B", 16.43 FEET IN LENGTH WITH THE NORTHWESTERLY LINE OF SAID LOT "B", THAT IS 113.45 FEET IN LENGTH) IN RESUBDIVISION OF PARTS OF LOTS 3, 4 AND 5 IN BLOCK 9 IN VOLK BROS' RIVER DRIVE ADDITION TO FRANKLIN PARK IN ROBINSON RESERVE AND IN FRACTIONAL SECTION 22, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PARTS OF CLAUDE LA FRANBOIS RESERVE IN TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON MAY 30, 1953 AS DOCUMENT 1453869, IN COOK COUNTY, ILLINOIS

PIN#(1) 12-22-402-041-0000
(2) 12-22-402-055-0000
(3) 12-22-402-056-0000

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Property of Cook County Clerk's Office

SEARCHED: INDEXED: SERIALIZED: FILED: MAR 10 2010

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TRUST DEED

3963442

CTTC 7

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made May 6th

1991, between Bernard Scavelli and Nancy Scavelli his wife

herein referred to as "Mortgagors," and **PARKWAY BANK CHICAGO TRUST AND TRUST COMPANY**, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of One Hundred Thousand and 00/100----- (\$100,000.00)-----

Dollars, evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 9-3/4 per cent per annum in instalments (including principal and interest) as follows:

Nine Hundred Forty Eight 52/100----- (\$948.52)----- Dollars or more on the 6th day of June, 19 91, and Nine Hundred Forty Eight 52/100 (\$948.52)----- Dollars or more on the 6th day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 6th day of May, 1996. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of 12-3/4 per annum, and all of said principal and interest being made payable at such banking house or trust company in Harwood Heights Illinois, 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 Parkway Bank & Trust Company in said City, Village.

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Franklin Park COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

THIS INSTRUMENT PREPARED BY
ANMELLA A. RATAJ
4800 NORTH HARLEM AVENUE
HARWOOD HEIGHTS, IL 60656

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 Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as an integral part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and under the uses and trusts herein set forth, 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 Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand s and seal s of Mortgagors the day and year first above written.

Bernard Scavelli (SEAL) Nancy Scavelli (SEAL)
Bernard Scavelli (SEAL) Nancy Scavelli (SEAL)

STATE OF ILLINOIS, I, the undersigned
County of Cook SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Bernard Scavelli and Nancy Scavelli his wife

who are personally known to me to be the same person s whose names subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and

OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires Nov. 27, 1990

voluntary act, for the uses and purposes therein set forth.
Given under my hand and Notarial Seal this 6th day of May 19 91

Notarial Seal

[Signature] Notary Public

Rider attached hereto and made a part thereof

5-7-91 Desc affects apply on CA 149940191349850 A

4
73 02 314 J
681719

3963442

THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED)

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- Mortgagors shall (a) promptly repair, restore or rebuild any building improvements now or hereafter on the premises which become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other 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 Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagors 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 Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies 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 companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, 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 holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinafter required of Mortgagors 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 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 attorney's fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee 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 a rate equivalent to the past maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
- The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to a 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, lien, lien or title claim thereof.
- Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any payment of principal or interest on the note, or (b) when a default shall occur and continue for three days in the performance of any other requirement of the Mortgagors herein contained.
- When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee 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 Trustee or holder of the note or attorneys' fees, Trustee's fees, appraiser's fees, surveys for documentary and expert evidence, photocopies' charges, publication costs and costs (which may be estimated as to items to be accrued after entry of the decree) of preparing all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note 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 and the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become as much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the past maturity rate set forth in the note securing this trust deed, if any, otherwise the maturity rate set forth therein, when paid or incurred by Trustee or holders of the note 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 trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure of the lien hereof or for the enforcement of any other provision hereof; or (c) preparations for the defense of any threatened suit for the foreclosure of the lien hereof or for the enforcement of any other provision hereof actually commenced.
- The proceeds of any foreclosure sale of the premises hereby secured shall be applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure process, including those items mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute a lien or charge on the premises superior to the lien hereof, with interest thereon as herein provided; third, all principal and interest remaining due on the note secured hereby, with interest thereon as herein provided, up to the amount of the proceeds of such sale, any surplus to Mortgagors, their heirs, assigns, representatives or assigns, as their rights may appear.
- Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill 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 Mortgagors 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 the Trustee hereunder 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 Mortgagors, 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, as hereinafter provided, in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this trust deed, 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.
- 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.
- Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed 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 Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.
- Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereunder and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that the indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.
- Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" 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 Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.
- Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust And Trustee Act" of the State of Illinois shall be applicable to this trust deed.

Rider attached hereto and made a part thereof

4-10-66 149940/149940-2 3943

IMPORTANT!
 FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY CHECKING THE PARKWAY AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 3943
 CHRYSLER FINANCE AND TRUST COMPANY,
 Bank PARKWAY BANK Trustee.
 By [Signature]
 Assistant Secretary (Assistant Vice President)

MAIL TO: PARKWAY BANK & TRUST CO.
 4800 N. HARLEM AVE.
 HARWOOD HEIGHTS, IL. 60656
 BOX 282
 PLACE IN RECORDER'S OFFICE BOX NUMBER

FOR RECORDER'S INDEX PURPOSES
 INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HEREIN
 3450 N. River Road
 Franklin Park, Il. 60131

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HAZARDOUS WASTE RIDER

Borrowers will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Premises or transport to or from the premises any hazardous substance (as defined herein) or allow other person or entity to do so.

- (2) Keep and maintain the premises in compliance with, and shall not cause or permit the premises to be in violation of any Environmental law (as defined herein) or allow any other person or entity to do so.
- (3) Give prompt written notice to Mortgagee of:
 - (I) any proceeding or inquiry by a governmental authority whether Federal, State, or Local, with respect to the presence of any hazardous substance on the Premises or the migration thereof from or to other property;
 - (II) all claims made or threatened by any third party against Mortgagor or any entity affiliated with it or the Premises relating to any loss or injury resulting from any hazardous substance; and
 - (III) the discovery by Mortgagor or any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restriction on the ownership, occupancy transferability or use of the Premises under any Environmental law.
- (4) Recognize Mortgagee's right to join and participate in as a party if it so elects, any legal proceedings or actions initiated in connection with the Environmental law and Mortgagor hereby agrees to pay any attorney's fees thereby incurred by the Mortgagee in connection therewith.
- (5) Indemnify, defend, and hold harmless Mortgagee, its directors, officers, employees, agents, contractors, attorneys, other representatives, successors, and assigns from and against any and all loss, damage, cost, expense or liability, including by way of illustration and not limitation, reasonable attorney's fees and court costs, directly or indirectly or arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge disposal, or presence of hazardous substance on, under or about the premises, including without limitation; (a) all foreseeable consequential damages, and (b) the costs of any required or necessary repair, cleanup or detoxification of the premises, and the preparation and implication of any closure, remedial or other required plans. This indemnity and covenant shall survive the reconveyance of the lien of this Mortgage, or the extinguishment of such lien by foreclosure or action in lieu thereof.
- (6) In the event of any investigation, site, monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature whatsoever (the "Remedial Work") is reasonably necessary or desirable under any applicable Local, State or Federal law or regulation, any judicial order, or by any governmental or nongovernmental entity or person because of or in connection with the current or future presence, suspected presence, release or suspected release of a hazardous substance in or into the air, soil, ground water, surface water or soil vapor at, on, about, under or within the Premises, or any portion thereof, Mortgagor shall, within thirty (30) days after written demand for performance thereof by Mortgagee or other party or governmental entity or agency (or such shorter period of time as may be required under any applicable law, regulation, order or agreement) commence to perform, or cause to be commenced, and thereafter diligently prosecuted to completion, all such Remedial Work. All Remedial Work shall be performed by one or more contractors, approved in advance in writing by Mortgagee, and under the supervision of a consulting engineer approved in advance in writing by Mortgagee. All costs and expenses of such Remedial Work shall be paid by the Mortgagor, including, without limitation, the charges of such contractor and the consulting engineer, and Mortgagee's reasonable attorney's fees and costs incurred in connection with the monitoring or review of such Remedial Work. In the event that Mortgagor shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion such Remedial Work, Mortgagee may, but shall not be required to cause such Remedial Work to be performed and all cost and expenses thereof incurred in connection therewith shall become part of the indebtedness secured thereby.

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The undersigned mortgagor covenants and agrees to pay to the mortgagee or bearer hereof, on each principal and interest installment payment date, until the indebtedness secured by the mortgage is fully paid, an additional sum equal to one-twelfth (1/12th) of the annual taxes and assessments levied against the mortgaged premises carried in the connection with said premises; all as estimated by the mortgagee or bearer, the mortgagor, concurrently with the disbursement of the loan, will also deposit with the mortgagee or bearer an amount based upon the taxes and assessments on said premises, on an accrued basis, for the period from January 1, succeeding the year for which all taxes and assessments have been paid to and including the date the first deposit in this paragraph hereinabove mentioned. Such tax deposits are to be held without any allowance of interest and are to be used for the payment of taxes and assessments on said premises next due and payable when they become due. If the funds so paid and deposited are insufficient to pay for such purposes, the mortgagor shall within ten (10) days after receipt of demand therefore pay and deposit such additional funds as may be necessary to pay such taxes and assessments in full. It shall not be obligatory upon the mortgagee or bearer to inquire into the validity or accuracy of any of said items before making payment of the same and nothing herein contained shall be construed as requiring the mortgagee or bearer to advance other moneys for said purposes, nor shall the bearer incur any personal liability for anything it may do or omit to do hereunder.

The undersigned reserve the right to prepay this note in whole or in part any time, but the mortgagee may require payment of not more than six (6) months advance interest on that part of the aggregate amount of all prepayments on the note in one year, which exceeds twenty per cent (20%) of the original principal amount of the loan.

It is expressly agreed and understood by and between the parties hereto that in the event of the sale of the property, execution of Articles of Agreement, transfer of title or change in the beneficial ownership to the aforementioned described real estate, without the prior written approval from the holder of the note secured by this instrument, then at the option of the holder of the note, the entire unpaid balance due on or under this instrument, together with accrued interest thereon, shall immediately become due and payable in full without notice to anyone.

At maturity, you must repay the entire principal balance of the loan and unpaid interest then due. This loan matures and is payable in full at the end of FIVE years, unless extended for an additional FIVE years with payments based on the original amortization period. Provided however the bank may elect to lower or increase the interest or offer the same rate. If the rate is to be increased, it may be adjusted only to a level that is 4% higher than the effective or yield rate then applicable to U.S. Government Bonds maturing in approximately FIVE years from such extension date. Provided however in no event shall the interest rate be increased more than 4%. The bank is under no obligation to refinance the loan at ultimate maturity, a renegotiation fee of 1/2% of the current loan balance will be due and payable to the bank in the event the mortgagors elect to extend the loan beyond its original maturity.

In the event the mortgagor fails to make a payment of any installment of principal and interest as agreed, and such default continues for 11 days, the holder reserves the right in such event to assess a charge of 5% of the principal and interest amount of such delinquency payment as a "LATE CHARGE" the foregoing right being in addition to all other rights and remedies granted to the holder hereof.

WAIVER OF REDEMPTION FROM FORECLOSURE

IN THE EVENT OF THE COMMENCEMENT OF JUDICIAL PROCEEDS TO FORECLOSE THIS MORTGAGE, MORTGAGOR DOES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS OF REDEMPTION GRANTED BY LAW FOR ANY PROCEEDING FROM ANY FORECLOSURE OF THIS MORTGAGE ON BEHALF OF MORTGAGOR AND EACH AND EVERY PERSON IT MAY LEGALLY BIND ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES AFTER THE DATE OF THE EXECUTION OF THIS MORTGAGE; AND MORTGAGOR, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, AND FOR ALL IT MAY LEGALLY BIND, AGREES THAT WHEN ANY JUDGEMENT OF FORECLOSURE OF THIS MORTGAGE SHALL BE ENTERED, ANY AUTHORIZED PERSON MAY IMMEDIATELY EXECUTE AND DELIVER TO THE PURCHASER AT A SALE, A DEED CONVEYING THE PREMISES, SHOWING THE AMOUNT PAID THEREFOR, AND IF PURCHASED BY A PERSON IN WHOSE FAVOR THE ORDER OR DECREE IS ENTERED, THE AMOUNT OF HIS BID THEREFOR. FURTHER, THAT THE SALE BE HELD WITHOUT WAITING FOR A REDEMPTION TO TAKE PLACE, BECAUSE REDEMPTION IS WAIVED.

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(7) Without Mortgagee's prior written consent, which shall not be unreasonably withheld, Mortgagor shall not take any remedial action in response to the presence of any hazardous substance on, under, or about the Premises, nor enter into any settlement, agreement, consent decrees, or other compromise in respect to any hazardous substance claims. Said consent may be withheld, without limitation, if Mortgagor in its reasonable judgement, determines that said remedial action, settlement consent, or compromise might impair, the value of Mortgagee's security hereunder and the loan Documents, specified in the agreement; provided, however that Mortgagee's prior consent shall not be necessary in the event that the presence of hazardous substances in, or, under or about the Premises, either poses an immediate threat to the health, safety, or welfare of any individual or is of such a nature that an immediate remedial response is necessary, and it is not possible to obtain Mortgagee's consent before taking such action, provided that in such event Mortgagor shall notify Mortgagee as soon as practicable of any action so taken. Mortgagee agrees not to withhold its consent, when such consent is required hereunder, if either (a) a particular remedial action is ordered by a court of competent jurisdiction; or (b) Mortgagor establishes to the reasonable satisfaction of the Mortgagee that there is no reasonable alternative to such remedial action that would result in materially less impairment of Mortgagee's security under this Mortgage, the Agreement and the Loan documents specified therein.

For the purpose of this paragraph, the following terms shall have the meaning as set forth below:

- (a) "Environmental Laws" shall mean any Federal, State, or Local law statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the premises, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. Section 9601 et seq. and the Resource Conservation and Recovery Act of 1976, as amended ("RCRA") 42, U.S.C. Section 6901 et seq.
- (b) The term "Hazardous Substance" shall include without limitation:
 - (I) Those substances included within the definitions or any one or more of the terms "hazardous substances", "hazardous materials", "toxic substances" and "solid waste" in CERCLA RCRA, and the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801 et seq and in the regulations promulgated pursuant to said laws or under applicable state law;
 - (II) Those substances listed in the United States Department of Transportation Table (49 CFR 172.010 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR, Part 302 and amendments thereof);
 - (III) Such other substances, material and wastes which are or become regulated under applicable Local, State, or Federal laws, or which are classified as hazardous or toxic under Federal, State or Local laws or regulations; and
 - (IV) Any material, waste, or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "Hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1321, et seq (33 U.S.C. Section 1321), or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317) (E) flammable explosives; or (F) radioactive materials.

Provide Mortgagee, within fourteen (14) days after Mortgagee's written request therefore with (i) a written history of the use of the Premises, including in particular, but not in limitation any past military, industrial, or landfill use of the Premises, and specifically indicating in such response the presence, if any of underground storage tanks (ii) if such underground storage tanks do exist, evidence of maintenance and repair thereof, copies of any and all clean-up or removal orders issued by any Federal, State, or Local governmental agency, and, if needed in Mortgagee's judgment, evidence of removal of such underground storage tanks and (iii) written indications from the regional office of the Federal Environmental Protection Agency, and any State Environmental Protection Agency whether the Premises have been used for the purpose of oil, hazardous waste, any toxic substance, or any Hazardous substance.

The Trustee in executing the document specifically EXCLUDES HAZARDOUS WASTE RIDER, PAGES 1 & 2, in its entirety, of this document as though it did not exist thereon relative to the Trustees execution hereof and SPECIFICALLY EXCLUDES all references to any environmental condition of the premises under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise. The beneficiary of this Trust, as management and control of the premises and as such, has the authority on its/their own behalf to execute as environmental representative but not as agent for on behalf of the Trustee.

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