

6-28-91 New affects property 1520446 st
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7311443/BE MW FA 1 OF 2

TOGETHER with all buildings, improvements, contents, fixtures, and appliances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagee may be entitled thereto (which are pledged primarily and on a first priority with and not secondarily), and all shales, awnings, venetian blinds, screens, screen doors, storm doors and windows, eaves and gutters, curtain fixtures, partitions, attached floor covering, now or hereafter created or hereafter to be created, and all other fixtures, apparatus, equipment, furniture, furnishings, and articles used or useful in connection with the hotel, motel or furnished apartment business now or hereafter conducted upon said premises, or (b) if the improvements consist, in whole or in part, of furnished apartments (all other fixtures, apparatus, equipment and articles of the premises are located, or (c) if the improvements consist of a residence, other than an apartment type building) all washing machines, clothes dryers, waste disposal units, attached fans, ducts, automatic dishwashers, and radio and television sets, or (d) if the improvements consist of a commercial building, manufacturing plant or other type of improvements useful for industrial or commercial purposes) all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the premises as distinguished from fixtures which relate to the use, occupancy and enjoyment of the premises,

3150 S. Ashland Avenue, Chicago, IL 60608
more commonly known as:

TAX I.D.#17-31-206-012-0000
17-31-206-014-0000
17-31-206-016-0000
17-31-206-018-0000
17-31-206-013-0000
17-31-206-015-0000
17-31-206-017-0000
17-31-206-021-0000

HERETOFORE TAKEN BY THE CITY OF CHICAGO FOR STREETS) IN COOK COUNTY, ILLINOIS.
A LINE 67 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION,
14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF LYING EAST OF
TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE
LOTS 10, 11, 12 AND 13 IN STINSON'S SUBDIVISION OF BLOCKS 1, 2 AND 10 IN CANAL

City of Chicago Cook
(County of Cook
, and State of Illinois, to-wit:
lyng and being in the
acknowledged, does by these presents MORTGAGE, WARRANT, CHANT, REMISE, RELEASE, ALIEN and CONVEY unto the Mortgagee, its
provisions and limitations of this mortgage, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby
NOW, THEREFORE, the Mortgagee to secure the payment of all sums payable under the Note and all sums payable in accordance with the terms,
Bank.
place as the holder of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Citibank, Federal Savings
portion of the trust shall be subject to said Trust Agreement and hereafter specially described, (1) any additional advances and escrows, with interest
thereon, as provided in the Note, made by the Mortgagee to protect the security hereunder, at any time before the release and cancellation of this
mortgage, and (2) the principal sum and interest thereon at the time and in the time and manner as provided in the Note, to be applied first to advances
and escrows from to interest, and the balance to principal until said indebtedness is paid in full. All of said principal and interest are made payable at such
place as the holder of the Note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Citibank, Federal Savings
Bank.

(\$ 750,000.00)
THAT, WHEREAS Mortgagee has heretofore executed and delivered a promissory note bearing even date herewith ("Note") in the
principal amount of
SEVEN HUNDRED SIXTY THOUSAND AND NO/100
DOLLARS
and known as "Trust No. 5361", herein referred to as "Mortgage", and
Citibank, Federal Savings Bank, a Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, or its
successors and assigns, herein referred to as "Mortgagee", WITNESSETH:
04/21/88
under the provisions of a deed or deeds in trust, duly recorded and delivered to said (corporation) (association) in pursuance of Trust Agreement dated
(an Illinois corporation) (a Federal Savings and Loan Association), not personally, but as Trustee
AMALGAMATED TRUST AND SAVINGS BANK
THIS INSTRUMENT WAS PREPARED BY:
MAUREN CLINTON
One South Dearborn Street
Chicago, IL 60603

THIS INSTRUMENT WAS PREPARED BY:
MAUREN CLINTON
One South Dearborn Street
Chicago, IL 60603
MAY 22 1991
by and between

CITIBANK
Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (312 977 5000)
LOAN#: 010055600

TRUSTEE MORTGAGE
NOTE IDENTIFIED
THIS INSTRUMENT WAS PREPARED BY:
MAUREN CLINTON
One South Dearborn Street
Chicago, IL 60603
MAY 22 1991

3989274

428866

1. Maintenance, Repair and Restoration of Improvements... 2. Sale or Transfer of the Premises or Interest Therein... 3. Payment of Taxes... 4. Insurance... 5. Tax and Insurance Deductions... 6. Assignment of the Mortgage...

7. Assumption of the Mortgage... 8. Subordination of the Mortgage... 9. Assignment of the Mortgage... 10. Release of the Mortgage...

11. Release of the Mortgage... 12. Release of the Mortgage... 13. Release of the Mortgage... 14. Release of the Mortgage...

15. Release of the Mortgage... 16. Release of the Mortgage... 17. Release of the Mortgage... 18. Release of the Mortgage...

19. Release of the Mortgage... 20. Release of the Mortgage... 21. Release of the Mortgage... 22. Release of the Mortgage...

23. Release of the Mortgage... 24. Release of the Mortgage... 25. Release of the Mortgage...

42768866

THIS MORTGAGE is executed by the undersigned, not personally but as trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee and said (Association) hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as limiting the liability of the said (Association) or on said (Association) personally to pay the Note or any interest thereon that may accrue thereon, or any indebtedness incurring hereunder, or to perform any covenant or implied herein contained (including but not limited to the covenants, conditions and warranties hereunder, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be construed in language of a promise or covenant or agreement), all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security interest in the Note and the owner of any indebtedness accruing hereunder shall look solely to any one or more of (1) the premises hereby conveyed and the heirs, assigns and personal representatives of the mortgagor (Association) personally (personally are concerned, the legal holder or holders of the Note and the owner of any indebtedness accruing hereunder shall look solely to any one or more of (1) the premises hereby conveyed and the heirs, assigns and personal representatives of the mortgagor, co-signer, surety or endorser, if any, liability of the guarantor, co-signer, surety or endorser, if any.

21. Application of Income Received by Mortgagee. The Mortgagee in the exercise of the rights and powers hereinabove conferred upon it by paragraph 19 and paragraph 20 hereof shall have full power to use and apply the avails, moneys, issues and profits of the premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

(a) To the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents), and shall also include lease commissions and other expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and provisions on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said premises, including the cost from time to time of insulating or replacing roof, gutters, downspouts, and gas or electric stoves, drains, and of placing said property in such condition as will, in the judgment of the Mortgagee, make it readily rentable;

(d) To the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

22. Mortgagee's Right of Inspection. Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

23. Late Charge. In the event the Mortgagee shall, from time to time, accept payment of any installment required on the Note and under this Mortgage which is in arrears, Mortgagee may collect a "late charge" as provided for in the Note to cover the extra expense involved in handling delinquent payments; provided, however, that nothing in this paragraph contained shall authorize the Mortgagee to collect or demand any payment which would result in the imposition of interest in excess of the maximum amount allowed by law.

24. Condemnation. Mortgagee hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for any of the mortgaged property taken or damaged under the power of eminent domain or by condemnation. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagee to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagee for the cost of the rebuilding or improvement on said premises, in accordance with the terms and specifications to be submitted to and approved by Mortgagee. If the Mortgagee is obligated to restore or replace the damaged or destroyed building or improvement under the terms of any lease or leases which are or may be prior to the term of this Mortgage and if such taking does not result in curtailment or termination of such lease, the award shall be used to reimburse Mortgagee for the cost of the rebuilding or restoring of buildings or improvements, provided Mortgagee is not then in default under this Mortgage. In the event Mortgagee or its agent or authorized representative, either by Mortgagee's election as aforesaid, or by virtue of any such lease, to rebuild or restore, the proceeds of the award shall be paid out in the same manner as is provided in paragraph 8 hereof for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagee shall pay such cost in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such cost of rebuilding or restoration shall, on the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto. In applying the proceeds of any award on account of the indebtedness secured hereby, Mortgagee shall be entitled to collect, out of the proceeds of the award, a preliminary amount on the amount paid, at the same rate as though Mortgagee had elected at the time of such application of proceeds for it Mortgagee then has no such election, at the first succeeding date on which Mortgagee could so elect to prepay the indebtedness in accordance with the terms of the Note secured hereby.

25. Release upon Payment and Discharge of Mortgage. Mortgagee shall release this mortgage and the lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the preparation and execution of such release.

26. Giving of Notice. Any notice which either party hereto may desire to be required to give to the other party shall be in writing and the mailing thereof by certified mail addressed to the Mortgagee at the principal office of the Mortgagee, at the principal office in Chicago, Illinois to the attention of the Vice President in charge of all commercial and residential real estate loans and specifying the loan number, or at such other place within the United States as may be designated in writing by the Mortgagee shall be deemed given on the date the same is deposited in the United States mails. Service of notice hereunder. Any notice given by the Mortgagee shall be deemed given on the date the same is deposited in the United States mails.

27. Waiver of Defense. No action for the enforcement of the lien or of any provision of the Note 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, as hereby secured.

28. Waiver of Statutory Rights. Mortgagee shall not and will not apply for or obtain any appointment, stay, extension or postponement of the foreclosure of this mortgage, or any other remedy, in order to prevent or hinder the enforcement or foreclosure of this mortgage, but hereby waives the benefit of such laws. Mortgagee for itself and all who may claim through or under it waives any and all right to have the property and assets comprising the mortgaged property marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the mortgaged property sold as an entirety. THE MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE, PURSUANT TO RIGHTS HEREIN GRANTED, ON BEHALF OF THE MORTGAGOR, THE TRUST ESTATE AND ALL PERSONS BENEFICIARILY INTERESTED THEREIN, AND EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN, OR THE ESTATE OF, THE PREMISES DESCRIBED HEREIN SUBSEQUENT TO THE DATE OF THIS MORTGAGE, AND ON BEHALF OF ALL OTHER PERSONS TO THE EXTENT PERMITTED BY THE PROVISIONS OF THE ILLINOIS STATUTES.

29. Mortgagee's Lien for Service Charges and Expenses. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgagee accrues (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commission, service charges, banked charges, expenses and advances due to or incurred by the Mortgagee in connection with the loan to be secured hereon, all in accordance with the application and loan commitment issued in connection with this transaction.

30. Furnishing of Financial Statements to Mortgagee. Upon request, Mortgagee shall furnish to Mortgagee, a semi-annual, itemized statement of income and expense of the mortgaged premises signed and certified by the Mortgagee's beneficiary or beneficiaries.

31. Cumulative Rights. Each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith.

32. Binding on Successors and Assigns. The lien of this Mortgage and all of the covenants and conditions contained herein shall extend to and be binding upon all successors and assigns of the Mortgagee, and the holder or holders, from time to time, of the Note secured hereby.

33. Captions. The captions and headings of various paragraphs of this Mortgage are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

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14275886C

UNOFFICIAL COPY

Box 166

TRUSTEE MORTGAGE

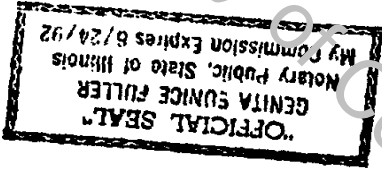
Citibank, Federal Savings Bank
Federal Savings and Loan Association

Upon Property Located at:
150 S. Ashland Avenue
Chicago, Ill. 60608

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603
Telephone (1 312 977 5000)

00000000

Property of Cook County



CITIBANK FORM 8593A PAGE 6

GIVEN under my hand and Notarial Seal this 24th day of July, 1991.
My Commission Expires: _____
Notary Public

I, the undersigned, the undersigned
MICHELE COSTA
EDWARD C. SWEETARD
VICE PRESIDENT
and Vice President
of said (Corporation) (Association) who are personally
known to me to be the same persons whose names are subscribed to the foregoing instrument as such, Vice President and
VICE PRESIDENT, 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) (Association), as Trustee as aforesaid, for the uses
and purposes therein set forth; and that said VICE PRESIDENT
then and there acknowledged that they (she), as custodian of the
corporate seal of said (Corporation) (Association) to said instrument as (his) (her) own
free and voluntary act and as the free and voluntary act of said (Corporation) (Association), as Trustee as aforesaid, for the uses and purposes therein set
forth.

STATE OF ILLINOIS)
COUNTY OF COOK) SS:
I, the undersigned)
MICHELE COSTA)
EDWARD C. SWEETARD)

ATTEST: _____
VICE PRESIDENT
not personally, but as Trustee as aforesaid
By: _____
Assistant Vice President

AMALGAMATED TRUST AND SAVINGS BANK
IN WITNESS WHEREOF,
not personally but as Trustee as aforesaid, has caused these presents to be signed by its
and its corporate seal to be hereunto affixed and attested by its
this 22nd day of July, 1991
AMALGAMATED TRUST AND SAVINGS BANK

LOAN#: 010055600

1-4268863

UNOFFICIAL COPY

989274
50044

RDLESELEY BRAUN
REGISTER OF TITLES

IN DUPLICATE

Address _____
Deliver subject's trust _____
Address _____
Notified _____
C.I. UCHROZCO

CHICAGO TITLE INS. CO.
93-11-84

Property of Cook County Clerk's Office