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Cook County Recorder 57.00



WHEN RECORDED MAIL TO:  
Joel C. Levin, Esq.  
Rosenthal and Schanfield  
55 East Monroe Street  
Chicago, Illinois 60603

SEND TAX NOTICES TO:  
David C. Waite  
2302 West Monroe  
Chicago, Illinois 60612

FOR RECORDER'S USE ONLY

This Mortgage prepared by: Joel C. Levin, Esq., Rosenthal and Schanfield, 55 East Monroe Street, Chicago, Illinois 60603.

**MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT**

THIS MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT (referred to herein as this "Mortgage") IS MADE AS OF August 21, 2000, jointly and severally by the individuals identified below (referred to herein collectively as "Grantor") for the benefit of A. CHARLES & COMPANY, L.L.C., an Illinois limited liability company, whose address is Post Office Box 44, Northbrook, Illinois 60062 (referred to herein as "Lender.")

GRANT OF MORTGAGE. For valuable consideration, the existence, sufficiency, and receipt of which are hereby acknowledged by each of the individuals who are referred to herein as Grantor, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the three parcels of real property described in Exhibit A attached hereto and made a part hereof (which are described on said Exhibit A as and which are referred to below as, respectively, Parcel 1, Parcel 2 and Parcel 3), together with all Improvements (as defined below), all tenant security deposits, utility deposits and all proceeds (including without limitation premium refunds) of each policy of insurance relating to any of the Improvements, the Personal Property or the Real Property; all rents, issues, profits, revenues, royalties or other benefits of the Improvements, the Personal Property or the Real Property; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in the City of Chicago, Cook County, State of Illinois (all of the property and property rights described in this paragraph other than the Personal Property are referred to herein collectively as the "Real Property").

The individuals who collectively constitute the Grantor, and who are referred to herein collectively as Grantor, are:

David C. Waite and Caroline Waite, the owners of Parcel 1, whose address is 2302 West Monroe Street, Chicago, Illinois 60612.

David C. Waite, the owner of Parcel 2, whose address is 2302 West Monroe Street, Chicago, Illinois 60612.

David C. Waite, Tony Waite and Dorothy Waite, the owners of Parcel 3. The address of David C. Waite is as set forth above. The address of Tony Waite and Dorothy Waite is 2800 N. Lake Shore Drive, Chicago, Illinois 60657.

The street addresses of Parcel 1, Parcel 2 and Parcel 3, and their tax identification numbers, are:

Box 78 (PAROLLMAN)

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- Parcel 1:** 2302 West Monroe Street, Chicago, Illinois;  
Tax Identification Number: 17-18-100-038
- Parcel 2:** 2249 West Monroe Street, Chicago, Illinois;  
Tax Identification Number: 17-18-107-006
- Parcel 3:** 2800 North Lake Shore Drive, Unit 3311, Chicago, Illinois 60657;  
Tax Identification Number: 14-28-207-004-1517

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**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Grantor.** The word "Grantor" means collectively and jointly and severally David C. Waite, Caroline Waite, Tony Waite, and Dorothy Waite. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note, including all principal and accrued interest thereon, together with all other liabilities, costs and expenses for which Grantor is responsible under this Mortgage or under any of the Related Documents. In addition, the word "Indebtedness" includes all other obligations, debts and liabilities whatsoever, plus any accrued interest thereon, owing by Grantor, or any one or more of them, to Lender of any kind or character, now existing or hereafter arising, as well as all present and future claims by Lender against Grantor, or any one or more of them, and all renewals, extensions, modifications, substitutions and rearrangements of any of the foregoing; whether such Indebtedness arises by note, mortgage, draft, acceptance, guaranty, endorsement, letter of credit, assignment, overdraft, indemnity agreement or otherwise; whether such Indebtedness is voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated; whether Grantor may be liable individually or jointly with others; whether Grantor may be liable primarily or secondarily or as debtor, mortgagor, maker, co-maker, drawer, endorser, guarantor, surety, accommodation party or otherwise.

**Leases.** The word "Leases" means all right, title and interest of Grantor in and to all leases relating to the Real Property, together with all modifications, extensions and guaranties thereof, presently existing or hereafter arising.

**Lender.** The word "Lender" means A. CHARLES & COMPANY, L.L.C., an Illinois limited liability company, its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Mortgage, Assignment of Rents, Security Agreement by Grantor for the benefit of Lender, as may hereafter be amended or modified.

**Note.** The word "Note" means the Promissory Note dated the date hereof, in the original principal amount of \$49,995.00 from David C. Waite and Caroline Waite, jointly and severally (referred to herein collectively as "Borrower"), payable to the order of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note.

**Permitted Exceptions.** The words "Permitted Exceptions" mean the exceptions to title set forth on Exhibit B attached hereto and made a part hereof.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to, or located on, the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation the Note and all credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Note.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property, including, without limitation, all Rents from all Leases.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF LEASES AND RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS AND SUBJECT TO THE AGREEMENTS HEREIN CONTAINED:

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value. Grantor shall also observe and comply with all conditions and requirements (if any) necessary to preserve and extend all rights, easements, licenses, permits (including, without limitation, zoning variations and any non-conforming uses and structures), privileges, franchises and concessions applicable to the Real Property or contracted for in connection with any present or future use of the Real Property.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor covenants to Lender that: (a) During the period of Grantor's ownership of the Property, there will be no known use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property, but Grantor shall not be liable to Lender for actions of prior owners or occupants or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; (c) Neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall, after acquisition of the Property by Grantor, use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and

ordinances, including without limitation those laws, regulations, and ordinances described above; and (d) Grantor covenants that any underground storage tanks on or under the Real Property shall be maintained in accordance with applicable federal, state and local laws regulations and ordinances, including, without limitation, those laws, regulations and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws only for acts or omissions occurring after the date hereof, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the properties occurring after the date hereof. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

**Alteration of Improvements.** Grantor shall not make any material alterations in the Improvements (including without limitation demolish or remove any Improvements from the Real Property) without the prior written consent of Lender, except that consent of Lender shall not be required in connection with non-structural remodeling or alterations (a) required in connection with Leases (b) which do not violate the provisions of any other Lease (c) which do not adversely affect the architectural and/or aesthetic integrity of the Property and (d) are fully paid for and do not result in any lien upon the Property not permitted hereunder. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall properly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

#### **ASSIGNMENT OF LEASES AND RENTS.**

**Assignment of Leases.** Grantor hereby assigns to Lender all Leases including all of Grantor's rights and power to modify, terminate, accept, surrender or waive or release tenants from performance or observation of any obligations or conditions of the Leases. Prior to an Event of Default, Grantor shall have the right, without joinder of Lender, to enforce the Leases, unless Lender directs otherwise.

**Assignment of Rents.** Grantor does hereby absolutely and unconditionally assign, transfer and set over to Lender all Rents, subject, however, to a license hereby granted by Lender to Grantor to collect and receive all of the Rents (such license evidenced by Lender's acceptance hereof) subject to the terms and conditions hereof; provided, however, upon the occurrence of an Event of Default hereunder, such license shall automatically and immediately terminate and Grantor shall hold all Rents paid to Grantor thereafter in trust for the use and benefit of Lender and Lender shall have the right, power and authority, whether or not it takes possession of the Property, to seek enforcement of any and every lease, contract or bond and to demand, collect, receive, sue for and recover in its own name any and all of the above described amounts assigned hereby and to apply the sum(s) collected, first to the payment of expenses incident to the collection of the same, and the balance to the payment of the Indebtedness; provided further, however, that Lender shall not be deemed to have taken possession of the Property except on the exercise of its option to do so, evidenced by its demand and overt act for such purpose. It shall not be necessary for Lender to institute any type of legal proceedings or take any other action whatsoever to enforce the assignment provisions contained herein. Notwithstanding anything contained herein or in any of the other Related Documents to the contrary, the assignment in this paragraph is an absolute, unconditional and presently effective assignment and not merely a security interest.

**Right to Rely.** Grantor hereby irrevocably authorizes and directs the tenants under the Leases to pay Rents to Lender upon written demand by Lender without further consent of Grantor, and the tenants may rely upon any written statement delivered by Lender to the tenants. Any such payment to Lender shall constitute payment to Grantor under the Leases. The provisions this Paragraph are intended solely for the benefit of the tenants and shall never inure to the benefit of Grantor or any person claiming through or under Grantor, other than a tenant who has not received such notice. The Assignment of Rents set forth herein is not contingent upon any notice or demand by Lender to the tenants.

**Warranties Concerning Leases and Rents.** Grantor represents and warrants that: (a) Grantor has authority to assign the rents and leases hereunder, and to the best of Grantor's knowledge no other person or entity has any right, title or interest therein; (b) to the best of Grantor's knowledge, all existing Leases are valid, unmodified and in full force and effect, except as indicated herein, and no default exists thereunder; (c) unless otherwise provided herein, no Rents have been or will be assigned, mortgaged or pledged; (d) no Rents have been or will be waived, released, discounted or compromised; and (e) Grantor has not collected Rents more than one (1) month in advance.

**Grantor's Covenants of Performance.** Grantor covenants to: (a) perform all of its obligations under the Leases arising after the date hereof; (b) give immediate notice to Lender of any notice Grantor receives from any tenant or subtenant under any Leases, specifying any claimed default by any party under such Leases; (c) enforce the tenant's obligations under the Leases; (d) defend, at Grantor's expense, any proceeding pertaining to the Leases, including, if Lender so requests, any such proceeding to which Lender is a party; (e) neither create nor permit any encumbrance upon its interest as lessor of the Leases except as provided hereunder; and (f) deliver to Lender upon its request executed originals of all Leases in its possession and copies of all records relating thereto.

**Prior Approval for Actions Affecting Leases.** Grantor shall not, without the prior written consent of Lender: (a) receive or collect Rents more than one month in advance; (b) encumber or assign future Rents or Leases; (c) waive or release any obligation of any tenant under the Leases; (d) cancel, terminate or materially modify any of the Leases, except upon default by the tenant thereunder; or (e) enter into any Leases after the date hereof.

**Lender in Possession.** Lender's acceptance of this assignment shall not, prior to entry upon and taking possession of the Property by Lender, be deemed to constitute Lender a mortgagee in possession, nor obligate Lender to appear in or defend any proceedings relating to any of the Leases or to the Property, take any action hereunder, expend any money, incur any expenses or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Grantor by any tenant and not delivered to Lender. Lender shall not be liable for any injury or damage to any person or property in or about the Property.

**DUE ON SALE OR ENCUMBRANCE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance, transfer, mortgage, pledge or encumbrance of the Property or any right, title or interest therein; whether legal, beneficial or equitable;

directly or indirectly, whether voluntary or involuntary; whether by outright sale, deed, instalment sale contract, land contract, contract for deed, lease-option contract, or by sale, assignment, or transfer of beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance, transfer or encumbrance of any interest in the Property, excepting only the lien of current taxes not yet due and payable. If any Grantor is a corporation (unless such Grantor's stock is publicly traded), partnership or limited liability company, "sale or transfer" also includes any change in ownership without the prior written consent of Lender of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

#### TAXES AND LIENS.

**Payment.** Grantor shall pay when due all taxes, assessments, water charges and sewer services charges levied or assessed against the Property, or any part thereof, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free and clear of all liens, except for liens of taxes and assessments not due.

**Right To Contest.** Grantor may withhold payment of a tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Subject to the provisions of the paragraph above entitled "Alterations of Improvements", Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**Prior Encumbrances.** Grantor shall duly and timely perform all of Grantor's obligations under any mortgage, deed of trust or other security agreement, including without limitation the Permitted Exceptions (collectively the "Prior Encumbrances") creating a lien having priority over the lien of the Mortgage.

#### PROPERTY DAMAGE INSURANCE.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insured in such liability insurance policies. Additionally, Grantor shall procure and maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by

the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage and/or the Note, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor. Lender is hereby appointed attorney-in-fact for Grantor, such power being coupled with an interest, to make proof of loss or damage if Grantor fails to do so within fifteen (15) days, to receive any sums collected under such policies and, in the event any insurance losses are paid by check, draft or other instrument payable to Grantor, Lender may endorse Grantor's name thereof and take such further steps on behalf Grantor as are necessary to realize on any such instrument. Application of insurance proceeds to the payment of the Indebtedness will not extend, postpone or waive any payments otherwise due or change the amount of such payment to be made and the proceeds may be applied in such order and in such amounts as Lender may elect.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the Default Rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will be payable on demand and shall be secured by this instrument. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

#### **WARRANTY; DEFENSE OF TITLE.**

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Real Property in fee simple, free and clear of all liens and encumbrances other than the Permitted Exceptions, and (b) Grantor has the full right, power, and authority to enter into, grant, execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the Permitted Exceptions, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the

proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit and/or facilitate such participation.

**No Other Liens.** Grantor will not, without the prior written consent of Lender, create, place, or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for a lien for ad valorem taxes on the Real Property which are not delinquent), security interest, encumbrance or charge, against or covering the Property, or any part thereof, other than as permitted herein, regardless if same are expressly or otherwise subordinate to the lien or security interest created in this Mortgage, and should any of the foregoing become attached hereafter in any manner to any part of the Property without the prior written consent of Lender, Grantor will cause the same to be promptly discharged and released.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with and will always comply with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Solvency of Grantor.** As of the date hereof, and after giving effect to this document and the completion of all other transactions contemplated by Grantor at the time of the execution hereof, (i) Grantor is and will be solvent, (ii) the fair saleable value of Grantor's assets exceeds and will continue to exceed Grantor's liabilities (both fixed and contingent), (iii) Grantor is paying and will continue to be able to pay its debts as they mature, and (iv) if Grantor is not an individual, Grantor has and will have sufficient capital to carry on Grantor's businesses and all businesses in which Grantor is about to engage.

#### CONDEMNATION.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its discretion require that all or any portion of the net proceeds of the award be applied to the Indebtedness or to the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit and/or facilitate such participation.

**Attorney-In-Fact.** Lender is hereby authorized, in the name of Grantor, to execute and deliver valid acquittances for condemnation awards paid to Grantor. Lender is hereby irrevocably appointed Grantor's attorney-in-fact, such power being coupled with an interest, to receive any sums due in connection with such condemnation, and in the event any such proceeds are paid by check, draft or other instrument payable to Grantor, Lender may endorse Grantor's name thereon and take such further steps on behalf of Grantor as are necessary to realize on any such instrument. Any application of condemnation proceeds to the payment of the Indebtedness will not extend, postpone or waive any payments otherwise due or change the amount of such payment to be made, and the proceeds may be applied in such order and in such amounts as Lender may elect.

#### SECURITY AGREEMENT; FINANCING STATEMENTS.

**Security Agreement.** Grantor hereby grants to Lender a security interest in all Personal Property and Rents to secure payment of the Indebtedness. This instrument shall constitute a security agreement and a financing statement, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from



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Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

## FURTHER ASSURANCES; ATTORNEY-IN-FACT.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Borrower and of Grantor under the Note, this Mortgage, and the other Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with recording, perfecting or continuing the lien created hereby and the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**Lien Not Released.** The lien, security interest and other security rights of Lender hereunder shall not be impaired by any indulgence, moratorium or release granted by Lender, including but not limited to, the following: (a) any renewal, extension, increase or modification of any of the Indebtedness; (b) any surrender, compromise, release, renewal, extension, exchange or substitution granted in respect of any of the Property; (c) any release or indulgence granted to any endorser, guarantor or surety of any of the Indebtedness or to any one or more of the individuals constituting the Grantor; (d) any release of any other collateral for any of the Indebtedness; (e) any acquisition of any additional collateral for any of the Indebtedness; (f) any consent to the granting of any easement with respect to the Real Property; and (g) any waiver or failure to exercise any right, power or remedy granted herein, by law or in any of the Related Documents.

**FULL PERFORMANCE.** If Borrower pays all the Indebtedness when due and Grantor performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. If, however, payment is made by Borrower and/or Grantor, whether voluntarily or otherwise, or by Guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Borrower's and/or Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant including without limitation Borrower and/or Grantor, the Indebtedness shall be considered unpaid for the purpose of enforcement of this Mortgage and this Mortgage shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Mortgage or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Borrower and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the indebtedness or to this Mortgage.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure for 5 days of Grantor to make any payment when due on the Indebtedness.

**Special Defaults.** Failure of Grantor to pay real estate taxes and assessments or to pay for insurance required hereunder or the occurrence of any sale or transfer in contravention of the Section hereof entitled Due on Sale-Consent by Lender all without notice or periods of grace .

**Other Defaults.** Continuance for a period of 15 days after notice thereof has been given to Borrower or Grantor of any default or failure on the part of Borrower or Grantor to comply with any other term, obligation, covenant or condition contained in this Mortgage not described in the two preceding paragraphs of this Section or contained in the Note, or in any of the other Related Documents or in any other agreement now existing or hereafter arising between Lender and Borrower and/or Grantor; provided that if such default or failure is not susceptible of cure within such 15 day period, such period shall be extended for such number of days, not to exceed 30, as may be necessary for Borrower or Grantor to cure such default or failure, if but only if Borrower or Grantor shall forthwith commence such cure within such 15 day period and shall diligently prosecute such cure to completion within the extended period specified above.

**False Statements.** Any warranty, representation or statement made or furnished to Lender under this Mortgage, the Note or any of the other Related Documents is false or misleading in any material respect.

**Default Under Prior Encumbrances.** The occurrence of any event which constitutes a default under any Prior Encumbrance.

**Default to Third Party.** The occurrence of any event which permits the acceleration of the maturity of any indebtedness owing by Borrower or Grantor or any Guarantor to any third party under any agreement or undertaking.

**Bankruptcy or Insolvency.** If the Grantor or any Guarantor: (i) becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing his inability to pay his debts as they become due; (ii) generally is not paying his debts as such debts become due; (iii) has a receiver, trustee or custodian appointed for, or take possession of, all or substantially all of the assets of such party or any of the Property, either in a proceeding brought by such party or in a proceeding brought against such party and such appointment is not discharged or such possession is not terminated within sixty (60) days after the effective date thereof or such party consents to or acquiesces in such appointment or possession; (iv) files a petition for relief under the United States Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar laws (all of the foregoing hereinafter collectively called "Applicable Bankruptcy Law") or any involuntary petition for relief is filed against such party under any Applicable Bankruptcy Law and such involuntary petition is not dismissed within sixty (60) days after the filing thereof, or an order for relief naming such party is entered under the any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by such party; (v) fails to have discharged within a period of (60) days any attachment, sequestration or similar writ levied upon any property of such party; or (vi) fails to pay within thirty (30) days any final money judgment against such party.

**Liquidation, Death and Related Events.** If Grantor or any Guarantor is an entity, the liquidation, dissolution, merger or consolidation of any such entity or, if any of such parties is an individual, the death or legal incapacity of any such individual.

**Abandonment.** Grantor abandons all or a portion of the Property.

**Action by Other Lienholder.** The holder of any lien or security interest on the Property (without hereby implying the consent of Lender to the existence or creation of any such lien or security interest) or of any parcel thereof declares a default thereunder after the expiration of any period of grace or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder; provided that the provisions of this section shall not be applicable so long as Grantor is contesting the same by appropriate proceedings.

**Destruction of Property.** The Property or of any parcel thereof is so demolished, destroyed or damaged that, in the judgment of Lender, it cannot be restored or rebuilt with available funds to a profitable condition within a reasonable period of time.

**Condemnation.** So much of the Property (or of any parcel thereof) is taken in condemnation, or sold in lieu of condemnation, or the Property is so diminished in value due to any injury or damage to the Property, that the remainder thereof cannot, in the judgment of Lender, continue to be operated profitably for the purpose for which it was being used immediately prior to such taking, sale or diminution.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender shall have the statutory power of sale, and on foreclosure may retain statutory costs and attorney's fees, and at its option, may exercise any one or more of the following rights and remedies, in addition to any and all other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part or parcel of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part or parcel of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part or parcel of the Property together or separately, in one sale or by separate sales, and Lender shall be entitled to bid at any public sale on all or any portion or parcel of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not in any manner or to any extent limit or exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

**Waiver of Right of Redemption - Exemptions Waived.** The Grantor will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of a stay or extension or moratorium law, any exemption from attachment, execution or sale of the Property, or any part or parcel thereof, whether enacted now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Property, or any part or parcel thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the Property so sold, or any part or parcel thereof, and the Grantor hereby expressly waives all benefit and advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any right, power or remedy herein granted or delegated to the Lender, but to suffer and permit the execution of every right, power or remedy as though no such law or laws had been made or enacted. The Grantor, for itself and all who claim under it, waives, to the extent that it lawfully may, the benefit of any homestead exemption and any and all right to have the Property marshaled upon any sale or foreclosure. **WITHOUT LIMITING ANY OTHER PROVISION HEREIN OR IN ANY OTHER DOCUMENT SECURING THE INDEBTEDNESS, BUT IN AMPLIFICATION THEREOF, GRANTOR HEREBY SPECIFICALLY WAIVES ALL RIGHTS TO REDEMPTION FROM SALE PURSUANT TO ANY ORDER OR DECREE OF FORECLOSURE OF THIS MORTGAGE, ON ITS OWN BEHALF AND ON BEHALF OF EACH OWNER OF REDEMPTION AS DEFINED IN SECTION 5/1212 OF THE ILLINOIS CODE OF CIVIL PROCEDURE (735 ILCS 5/15-1212), AND ALL OTHER PERSONS, TO THE FULL EXTENT PERMITTED BY SECTION 5/15-1601 OF THE ILLINOIS CODE OF CIVIL PROCEDURE (735 ILCS 5/15-1601), AND ANY SUCCESSOR PROVISIONS.**

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover reasonable attorneys' fees. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, environmental reports and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective three (3) days after deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

#### **MISCELLANEOUS PROVISIONS.**

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Financial Statements.** As long as the Indebtedness remains unpaid in whole or in part, Grantor agrees to furnish Lender upon request by Lender, financial statements concerning Grantor, including without limitation such information with respect to the Real Property, at such time and in such form detail as reasonably requested by Lender.

**Appraisals.** Grantor agrees that Lender may obtain from time to time in Lender's sole discretion, an appraisal or re-appraisal of the Real Property and Grantor shall be responsible, and shall promptly reimburse Lender for all costs associated therewith, including without limitation the cost of appraisal reviews; provided, however, Grantor will be obligated to pay for the cost of any such appraisals or re-appraisals no more than one (1) time in any twelve (12) month period.

**Indemnity.** Grantor hereby indemnifies and agrees to and shall defend and hold harmless Lender, and its officers, directors, managers, members, employees, agents and representatives (each an "Indemnified Person") from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature (collectively, the "Claims") which may be imposed on, incurred by or asserted against, any Indemnified Person (whether or not caused by any Indemnified Person's sole, concurrent or contributory negligence) arising in connection with the Related Documents, the Indebtedness or the Property (including without limitation, the enforcement of the Related Documents and the defense of any Indemnified Person's action and/or inaction in connection with the Related Documents), except to the limited extent that the Claims against the Indemnified Person are proximately caused by such Indemnified Person's gross negligence or willful misconduct or acts of the Indemnified Person prior to the date hereof. The indemnification provided for in this Section shall survive the termination of this instrument and shall extend and continue to benefit each individual or entity who is or has any time been an Indemnified Person hereunder.

**Applicable Law.** This Agreement has been executed, and delivered to Lender and accepted by Lender, in the State of Illinois. Subject to the provisions on arbitration in any Related Document, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of laws provisions thereof.

**JURY WAIVER. THE UNDERSIGNED AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE UNDERSIGNED AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT, AND ANY OTHER RELATED DOCUMENT, OR ANY RELATIONSHIP BETWEEN LENDER AND THE BORROWER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER RELATED DOCUMENTS.**

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**Time Is of the Essence.** Time is of the essence in the performance of this Mortgage.




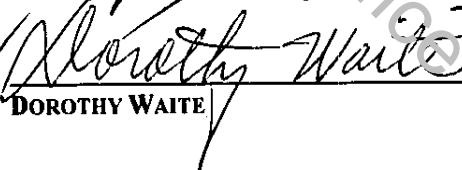
**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Mortgage.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

**Maximum Amount.** The maximum amount which at any time may be secured by this Mortgage shall be \$100,000.00.

**COLLATERAL PROTECTION.** Unless Grantor provides Lender with evidence of insurance coverage required hereby Lender may purchase insurance at Grantor's expense to protect Lender's interest in the Property. This insurance may, but need not, protect Grantor's interest. The coverage that Lender may purchase may not pay any claim that Mortgagee makes or any claim that it might make against Grantor in connection with the Property. Grantor may later cancel any insurance purchased by Lender but only after providing Lender with evidence that Grantor has obtained insurance as required hereby. If Lender purchases insurance for the Property, Grantor will be responsible for the cost of that insurance, including interest and other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The cost of the insurance may be added to Grantor's total secured obligations. The cost of the insurance may be more than the cost of insurance Grantor may be able to obtain on its own. By executing this document, Grantor acknowledges and agrees to the foregoing.

**EACH OF THE UNDERSIGNED INDIVIDUALS WHO ARE REFERRED TO HEREIN COLLECTIVELY AS THE GRANTOR ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE, AND HE AGREES TO ALL OF ITS TERMS.**

  
 x \_\_\_\_\_  
 DAVID C. WAITE  
  
 x \_\_\_\_\_  
 CAROLINE WAITE  
  
 x \_\_\_\_\_  
 TONY WAITE  
  
 x \_\_\_\_\_  
 DOROTHY WAITE

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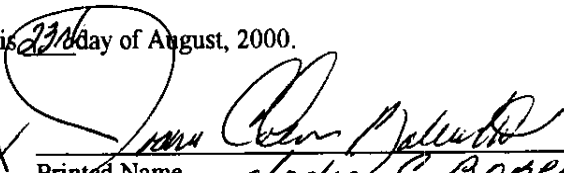
00670979

STATE OF ILLINOIS

COUNTY OF COOK

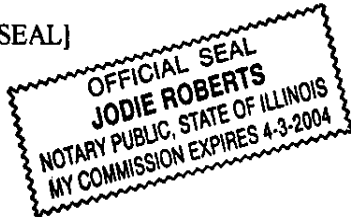
On this day before me, the undersigned Notary Public in and for the county and state aforesaid personally appeared David C. Waite, Caroline Waite, Tony Waite and Dorothy Waite, to me known to be the individuals who constitute, and who are referred to collectively as, the "Grantor" in the within and foregoing Mortgage, Assignment of Rents, Security Agreement and who executed the within and foregoing instrument jointly and severally as such Grantor, and jointly and severally acknowledged that they and each of them signed the said instrument as his or her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and official seal this 23<sup>rd</sup> day of August, 2000.

X   
Printed Name Jodie C Roberts  
Notary Public

My Commission expires: 4-3-2004

[NOTARIAL SEAL]



# UNOFFICIAL COPY

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STATE OF MISSOURI                    }  
                                          } ss. On this 21st day of August, 2000, before me  
County of St. Louis                 } personally appeared

Tony Waite and Dorothy Waite, husband and wife

to me known to be the persons or person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires: \_\_\_\_\_

*Gretchen A. Katinas*  
\_\_\_\_\_  
Notary Public

GRETCHEN A. KATINAS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
ST. LOUIS COUNTY  
My Commission Exp. Aug 10, 2003

Property of St. Louis County Clerk's Office



**EXHIBIT A  
TO  
MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT**

The legal description of the Property is as follows:

**PARCEL 1:**

LOT 2 IN POTWIN'S SUBDIVISION OF THE SOUTH 141 FEET OF THAT PART NORTH OF MONROE STREET OF LOTS 3 AND 4 IN BLOCK 9 OF ROCKWELL'S ADDITION TO CHICAGO (RECORDED JUNE 26, 1877 UNDER DOCUMENT NUMBER 140355) IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (RECORDED JULY 18, 1854), IN COOK COUNTY, ILLINOIS.

PIN: 17-18-100-038  
Property Address: 2302 West Monroe Street, Chicago, Illinois

**PARCEL 2:**

LOT 1 IN SUBDIVISION OF THE WEST HALF OF SUBLOTS 17 TO 24, INCLUSIVE, IN SUBDIVISION OF LOTS 7, 8 AND 9 INCLUSIVE, IN BLOCK 9 OF ROCKWELL'S ADDITION TO CHICAGO IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-18-107-006  
Property Address: 2249 West Monroe Street, Chicago, Illinois

**PARCEL 3:**

UNIT NUMBER 3311, IN THE PARCEL OF REAL ESTATE COMMONLY KNOWN AS 2800 LAKE SHORE DRIVE CONDOMINIUM AND LEGALLY DESCRIBED AS FOLLOWS:

THE SOUTH 60 FEET (EXCEPT THE WEST 400 FEET THEREOF) OF LOT 6 AND LOT 7 (EXCEPT THE WEST 400 FEET THEREOF), IN THE ASSESSORS' DIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL 1/2 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PREMISES BEING OTHERWISE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 7, 400 FEET EAST OF THE WEST LINE THEREOF (SAID WEST LINE BEING COINCIDENT WITH THE WEST LINE OF THE NORTH EAST FRACTIONAL 1/4 OF SECTION 28 AFORESAID) THENCE NORTH PARALLEL WITH THE WEST LINE OF LOTS 7 AND 6 AFORESAID 199.3 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 7 TO THE DIVIDING OR BOUNDARY LINE BETWEEN THE LANDS OF LINCOLN PARK COMMISSIONERS AND THE LANDS OF SHORE OWNERS AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY OF ILLINOIS,

# UNOFFICIAL COPY 00670979

ENTERED OCTOBER 31, 1904 IN CASE NUMBER 256886 ENTITLED "AUGUSTA LEHMANN AND OTHERS AGAINST LINCOLN PARK COMMISSIONERS" RUNNING THENCE SOUTHEASTERLY ALONG SAID BOUNDARY LINE TO THE SOUTH LINE OF SAID LOT 7 AND RUNNING THENCE WEST ALONG SAID SOUTH LINE TO THE PLACE OF BEGINNING; WHICH SURVEY IS ATTACHED TO DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BYLAWS FOR 2800 LAKE SHORE DRIVE CONDOMINIUM ASSOCIATION MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 2, 1978 AND KNOWN AS TRUST NUMBER 45204, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT LR 3096368; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PIN: 14-28-207-004-1517

Property Address: Unit 3311, 2800 North Lake Shore Drive, Chicago, Illinois 60657

Property of Cook County Clerk's Office 00670979

**EXHIBIT B  
TO  
MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT**

The Permitted Exceptions are:

1. Mortgage dated July 7, 1999 and recorded July 13, 1999 as Document no. 99667045 made by David Waite to Amalgamated Bank of Chicago to secure an indebtedness in the amount of \$280,000.00.

(Affects Parcel 1)

2. Mortgage dated July 7, 1999 and recorded November 17, 1999 as Document no. 09079337 made by David Waite to Marc K. Montgomery & Von Aundre-Hester to secure an indebtedness in the amount of \$35,000.00.

(Affects Parcel 1)

3. Mortgage dated January 13, 1999 and recorded February 1, 1999 as Document no. 99103900 made by David C. Waite to Midwest Bank and Trust Company to secure an indebtedness in the amount of \$25,000.00.

(Affects Parcel 2)

4. Assignment of Rents recorded February 1, 1999 as Document no. 99103901 made by David C. Waite to Midwest Bank and Trust Company.

(Affects Parcel 2)

5. Mortgage dated October 12, 1988 and recorded October 28, 1988 as Document no. LR3749716 made by Tony L. Waite and Dorothy N. Waite, his wife, and David C. Waite to United Illinois Bank of New Athens to secure an indebtedness in the amount of \$52,900.00.

Modification agreement recorded as Document 04066582.

Modification agreement recorded as Document 97919683.

(Affects Parcel 3)