

This Instrument Prepared By and
After Recording Return To:

Shannon Walsh
McDermott, Will & Emery
227 West Monroe Street
Chicago, Illinois 60606



CSA #7886303 026

**PURCHASE MONEY MORTGAGE, SECURITY AGREEMENT,
FINANCING STATEMENT
AND ASSIGNMENT OF RENTS AND LEASES**

THIS PURCHASE MONEY MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF RENTS AND LEASES ("*Mortgage*") is entered into this 16TH day of March, 2001 by **RAJA PROPERTIES, INC.**, an Illinois corporation (hereinafter called "*Mortgagor*"), having its principal place of business at 7001 W. Higgins Road, Chicago, IL 60656, in favor of **BRUCE G. CALLAHAN, SR. and KENNETH A. FOERSTER** (hereinafter called "*Mortgagee*"), with an address at 7011 W. Belmont Avenue, Chicago, Illinois 60634.

16TH [Signature]
159w

WITNESSETH:

WHEREAS, this Mortgage is being executed and delivered by Mortgagor to Mortgagee pursuant to the terms of a certain Real Estate Sales Contract dated September 5, 2000, as amended (the "*Contract*"), between Mortgagee, as seller, and Mortgagor, as purchaser;

WHEREAS, the Contract provides for the extension of credit by Mortgagee to Mortgagor in an original aggregate principal amount not to exceed TWENTY-SIX THOUSAND EIGHT HUNDRED TWENTY-SIX AND 34/100 DOLLARS (\$26,826.34), with interest thereon at the rate of eight and one-half percent (8.5%) per annum, and payable in full on March 16, 2002, if not sooner accelerated as herein provided (the "*Loan*");

WHEREAS, pursuant to the provisions of the Contract, Mortgagor has executed and delivered to Mortgagee, to further evidence the Loan, that certain Purchase Money Mortgage Note, dated of even date herewith, in the aggregate principal amount of TWENTY-SIX THOUSAND EIGHT HUNDRED TWENTY-SIX AND 34/100 DOLLARS (\$26,826.34) (the "*Note*"); and

WHEREAS, as a condition to Mortgagee's extension of such credit to Mortgagor, including, without limitation, the extension of credit evidenced by the Note and pursuant to the Contract, Mortgagee has required that Mortgagor enter into this Mortgage and grant to Mortgagee the liens and security interests referred to herein to secure the payment and performance of the Loan.

NOW, THEREFORE, in consideration of the premises contained herein and to secure payment and performance of the Loan, and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the receipt and sufficiency whereof are hereby acknowledged, Mortgagor does hereby grant, remise, release, alien, convey, mortgage and warrant to Mortgagee, its successors and assigns, the following described real estate (the "*Land*") in Cook County, Illinois, and does further grant a security interest to Mortgagee

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in all Personal Property (as defined below) as well as all Mortgaged Property (as defined below) as may be secured under the Uniform Commercial Code (the "*Code*") in effect in the State of Illinois (the "*State*"):

See Exhibit A attached hereto and by this reference made a part hereof

which Land, together with all right, title and interest, if any, which Mortgagor may now have or hereafter acquire in and to all improvements, buildings and structures now or hereafter located thereon of every nature whatsoever, is herein called the "*Premises*".

TOGETHER WITH all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, which Mortgagor may now have or hereafter acquire in and to the Premises and in and to (a) all easements, rights of way, gores of land or any lands occupied by streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and public places adjoining said Land, and any other interests in property constituting appurtenances to the Premises, or which hereafter shall in any way belong, relate or be appurtenant thereto, and (b) all hereditaments, gas, oil, minerals (with the right to extract, sever and remove such gas, oil and minerals), and easements, of every nature whatsoever, located in or on the Premises and all other rights and privileges thereunto belonging or appertaining and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the rights and interests described in subparagraphs (a) and (b) above (hereinafter the "*Property Rights*").

TOGETHER WITH all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, which Mortgagor may now or hereafter acquire in and to all fixtures and appurtenances of every nature whatsoever now or hereafter located in, on or attached to, and used or intended to be used in connection with, or with the operation of, the Premises, including, but not limited to (a) all apparatus, machinery and equipment of Mortgagor and (b) all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing (the items described in the foregoing clauses (a) and (b) being the "*Fixtures*"); as well as all personal property and equipment of every nature whatsoever now or hereafter located in or on the Premises, including but not limited to (c) accounts, contract rights, general intangibles, tax refunds, chattel paper, instruments, notes, letters of credit, documents, documents of title; (d) inventory; (e) equipment; (f) all insurance proceeds of or relating to any of the foregoing; (g) all of Mortgagor's books and records relating to any of the foregoing; and (h) all accessions and additions to, substitutions for, and replacements, products and proceeds of any of the foregoing clauses (c) through (g) (the items described in the foregoing clauses (c) through (h) and any other personal property referred to in this paragraph being the "*Personal Property*"). It is mutually agreed, intended and declared that the Premises and all of the Property Rights and Fixtures owned by Mortgagor (referred to collectively herein as the "*Real Property*") shall, so far as permitted by law, be deemed to form a part and parcel of the Land and for the purpose of this Mortgage to be real estate and covered by this Mortgage. It is also agreed that if any of the property herein mortgaged is of a nature so that a security interest therein can be perfected under the Code in effect in the State, this instrument shall constitute a security agreement, fixture filing and financing statement, and Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Mortgagee may reasonably require from time to time to perfect or renew such security interest under the Code in effect in the State. To the extent permitted by law, (i) all of the Fixtures are or are to become fixtures on the Land and (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture-filing" within the meaning of Sections 9-313 and 9-402 of the Code in effect in the State. The remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be as prescribed herein or by general law, or, as to that part of the security in which a security interest may be perfected under the

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Code, by the specific statutory consequences now or hereafter enacted and specified in the Code, all at Mortgagee's sole election.

TOGETHER WITH, but subject to the terms and provisions hereof, all the estate, right, title and interest of Mortgagor in and to (i) all judgments, insurance proceeds, awards of damages and settlements resulting from condemnation proceedings or the taking of the Real Property, or any part thereof, under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the Real Property, or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Real Property or any part thereof (collectively, the "*Awards*"); and Mortgagee is hereby authorized to collect and receive the Awards and proceeds and to give proper receipts and acquittances therefor, and to apply the same as provided herein; and (ii) all contract rights, general intangibles, actions and rights in action relating to the Real Property or the Personal Property including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Real Property or the Personal Property; and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Real Property and the Personal Property. (The rights and interests described in this paragraph shall hereinafter be called the "*Intangibles*".)

As additional security for the Loan secured hereby, Mortgagor (i) does hereby pledge and assign to Mortgagee from and after the date hereof (including any period of redemption), primarily and on a parity with the Real Property, and not secondarily, all the rents, issues and profits of the Real Property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security or as earnest money or as down payment for the purchase of all or any part of the Real Property) (the "*Rents*") under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Real Property, and (ii) except to the extent such a transfer or assignment is not permitted by the terms thereof, does hereby transfer and assign to Mortgagee all such leases and agreements (including all Mortgagor's rights under any contracts for the sale of any portion of the Mortgaged Property and all revenues and royalties under any oil, gas and mineral leases relating to the Real Property) (the "*Leases*"). Mortgagee hereby grants to Mortgagor the right to collect and use the Rents as they become due and payable under the Leases, but not more than one (1) month in advance thereof, subject to the provisions of Section 6(g) hereof; provided that the existence of such right shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any such subsequent assignment shall be subject to the rights of Mortgagee under this Mortgage. Mortgagor further agrees to execute and deliver such assignments of leases or assignments of land sale contracts as Mortgagee may from time to time request.

All of the property described above, and each item of property therein described, including but not limited to the Land, the Premises, the Property Rights, the Fixtures, the Personal Property, the Real Property, the Intangibles, the Rents and the Leases, is herein referred to as the "*Mortgaged Property*".

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee-in-possession in the absence of the taking of actual possession of the Mortgaged Property by Mortgagee. Nothing contained in this Mortgage shall be construed as imposing on Mortgagee any of the obligations of the lessor under any lease of the Mortgaged Property in the absence of an explicit assumption thereof by Mortgagee. In the exercise of the powers herein granted Mortgagee, except to the extent resulting from the gross negligence of Mortgagee, its agents, employees or contractors occurring after Mortgagee takes possession of the Mortgaged Property, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor.

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TO HAVE AND TO HOLD the Mortgaged Property, properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto Mortgagee, its beneficiaries, successors and assigns, forever for the uses and purposes herein set forth. Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws, if any, of the State and Mortgagor hereby covenants, represents and warrants that, at the time of the ensembling and delivery of these presents, Mortgagee is well seised of the Mortgaged Property in fee simple and with lawful authority to sell, assign, convey and mortgage the Mortgaged Property, and that the title to the Mortgaged Property is free and clear of all encumbrances, except for the Permitted Encumbrances set forth on Exhibit B attached hereto and made a part hereof, Mortgagor will forever defend the same against all lawful claims.

The following provisions shall also constitute an integral part of this Mortgage:

1. Payment of Taxes on the Mortgage. Mortgagor agrees that, if the United States or any department, agency or bureau thereof or if the State or any of its subdivisions having jurisdiction shall at any time require documentary stamps to be affixed to this Mortgage or shall levy, assess, or charge any tax, assessment or imposition upon this Mortgage or the credit or indebtedness secured hereby or the interest of Mortgagee in the Premises or upon Mortgagee by reason of or as holder of any of the foregoing, then Mortgagor shall pay for such documentary stamps in the required amount and deliver them to Mortgagee or pay (or reimburse Mortgagee for) such taxes, assessments or impositions. Mortgagor agrees to exhibit to Mortgagee, at any time upon request, official receipts showing payment of all taxes, assessments and charges which Mortgagor is required or elects to pay under this paragraph. Mortgagor agrees to indemnify Mortgagee against liability on account of such documentary stamps, taxes, assessments or impositions, whether such liability arises before or after payment of the Loan and regardless of whether this Mortgage shall have been released.
2. Leases Affecting the Real Property. Mortgagor agrees faithfully to perform all of its material obligations under all present and future Leases at any time assigned to Mortgagee as additional security, and to refrain from any action or inaction which would result in termination of any such Leases or in the diminution of the value thereof or of the Rents due thereunder. All future lessees under any Lease made after the date of recording of this Mortgage shall, at Mortgagee's option and without any further documentation, attorn to Mortgagee as lessor if for any reason Mortgagee becomes lessor thereunder, and, upon demand, pay rent to Mortgagee, and Mortgagee shall not be responsible under such Lease for matters arising prior to Mortgagee becoming lessor thereunder.
3. Use of the Real Property. Mortgagor agrees that it shall not permit the public to use the Real Property in any manner that might tend, in Mortgagee's reasonable judgment, to impair Mortgagor's title to such property or any portion thereof, or to make possible any claim or claims of easement by prescription or of implied dedication to public use.
4. Indemnification. Mortgagor shall not use or permit the use of any part of the Real Property for an illegal purpose, including, without limitation, the violation in any material respect of any environmental laws, statutes, codes, regulations or practices. Mortgagor agrees to indemnify and hold harmless Mortgagee from and against any and all losses, suits, liabilities, fines, damages, judgments, penalties, claims, charges, costs and expenses (including reasonable attorneys' and paralegals' fees, court costs and disbursements) which may be imposed on, incurred or paid by or asserted against the Real Property by reason or on account of or in connection with (a) the construction, reconstruction or alteration of the Real Property by Mortgagor, (b) any negligence or misconduct of Mortgagor, any lessee of the Real Property, or any of their respective agents, contractors, subcontractors, servants, employees, licensees or invitees, (c) any accident, injury, death or damage to any person or property occurring in, on or about the Real Property or any street, drive, sidewalk, curb or passageway adjacent thereto, or (d) any

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other transaction arising out of or in any way connected with the Mortgaged Property. Provided, nothing herein shall obligate Mortgagor to hold Mortgagee harmless as a result of the gross negligence of Mortgagee, its agents or assigns, or their respective employees, agents, or contractors after the title is transferred or Mortgagee takes possession of the Mortgaged Property.

5. Insurance and Condemnation.

(a) Hazard Insurance. Mortgagor shall, at its sole expense, obtain for, deliver to, assign to and maintain for the benefit of Mortgagee, until the Loan is paid in full, policies of hazard insurance in an amount which shall be not less than 100% of the full insurable replacement cost of the Mortgaged Property (other than the Land), insuring the Mortgaged Property, on a replacement cost basis and on an "All Risks" or "Special Causes of Loss" form, against loss or damage occasioned by such insurable hazards, casualties and contingencies as Mortgagee may require, including, without limitation, fire, windstorm, rainstorm, vandalism, earthquake, if available, and, if all or any part of the Mortgaged Property shall at any time be located within an area identified by the government of the United States or any agency thereof as having special flood hazards and for which flood insurance is available. Mortgagor shall pay promptly when due any premiums on such insurance policies and on any renewals thereof. The form of such policies and the companies issuing them shall be reasonably acceptable to Mortgagee. If any such policy shall contain a co-insurance clause, the policy or an endorsement thereto shall state the stipulated value of the insured property, and the amount of such insurance shall exceed the product of the co-insurance clause percentage and the stipulated value of the insured property. Certificates of insurance or certified copies of all such policies and renewals thereof shall be held by Mortgagee and shall contain a non-contributory standard Mortgagee's endorsement making losses payable to Mortgagee. No additional parties shall appear in the mortgagee clause without in each case Mortgagee's prior written consent. In the event of loss, Mortgagor shall give immediate written notice to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in full or partial satisfaction of the Loan, all right, title and interest of Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to the purchaser or grantee. All such policies shall provide that the insurer shall not modify, cancel or terminate such policies without at least thirty (30) days' prior written notice in each case to Mortgagee from the insurer. Mortgagor also hereby covenants and agrees that Mortgagor shall give Mortgagee thirty (30) days' written notice in each case of Mortgagor's intent to modify, cancel or terminate such policies.

(b) Other Insurance. Mortgagor shall, at its sole expense, obtain for, deliver to, assign to and maintain for the benefit of, Mortgagee, until the Loan is paid in full (i) a commercial general liability insurance policy in an amount reasonably acceptable to Mortgagee, (ii) a loss of rentals and/or business interruption insurance policy (in an amount equal to not less than one (1) year's gross rent or gross income for a fully leased or fully operational building) with respect to any third party leases and (iii) such other insurance policies relating to the Mortgaged Property and the use and operation thereof, or construction thereon, in such amounts as may be reasonably required by Mortgagee and with such companies and in such form as may be reasonably acceptable to Mortgagee. Such policies shall contain an endorsement, in form reasonably satisfactory to Mortgagee, naming Mortgagee as an additional insured thereunder.

(c) Mortgagee's Right to Purchase Insurance. If Mortgagor fails to provide evidence of the insurance coverage specified herein, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interests in the Mortgaged Property. This insurance may, but need not, protect Mortgagor's interests. The coverage that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee

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with evidence that Mortgagor has obtained the insurance as required by the Mortgage. If Mortgagee purchases insurance with respect to the Mortgaged Property, Mortgagor will be responsible for the costs of that insurance, including interest and any other charges Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the existing balance of the Loan. The costs of the insurance may be more than the cost of the insurance Mortgagee is able to obtain on its own.

(d) Adjustment of Loss. Mortgagee is hereby authorized and empowered, at its option, to adjust or compromise any claim under any insurance policies covering or relating to the Mortgaged Property and to collect and receive the insurance proceeds from any such policy or policies (and deposit such proceeds as provided in subsection (f)). Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact for the purposes set forth in the preceding sentence, such appointment being coupled with an interest. Each insurance company is hereby authorized and directed to make payment of 100% of all such losses directly to Mortgagee alone. After deducting from such insurance proceeds any expenses incurred by Mortgagee in the collection and settlement thereof, including without limitation attorneys' and adjusters' fees and charges, Mortgagee shall apply such net proceeds as provided in subsection (f). Mortgagee shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(e) Condemnation Awards. Mortgagee shall be entitled to all compensation, Awards, damages, claims, rights of action and proceeds of, or on account of (i) any damage or taking, pursuant to the power of eminent domain, of the Premises or any part thereof, (ii) damage to the Premises by reason of the taking, pursuant to the power of eminent domain, of other property or of a portion of the Premises, or (iii) the alteration of the grade of any street or highway on or about the Premises. Mortgagee is hereby authorized, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to any such compensation, Awards, damages, claims, rights of action and proceeds and to settle or compromise any claim in connection therewith. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact for the purposes set forth in the preceding sentence, such appointment being coupled with an interest. After deducting from such compensation, Awards, damages, claims, rights of action and proceeds any expenses incurred by Mortgagee in the collection and settlement thereof, including attorneys' fees, Mortgagee shall apply such net proceeds as provided in subsection (f). Mortgagor agrees to execute such further assignments of any compensation, Awards, damages, claims, rights of action and proceeds as Mortgagee may require.

(f) Repair; Proceeds of Casualty Insurance and Eminent Domain. If all or any part of the Premises shall be damaged or destroyed by fire or other casualty or shall be damaged or taken through the exercise of the power of eminent domain or other cause described in subsection (d), the entire amount of the proceeds, Award or compensation from any such casualty, damage or taking shall be applied in such manner and order as Mortgagee may determine; provided, however, any proceeds or Award shall be applied as follows: (i) if no Event of Default has occurred and is continuing, the proceeds shall be used by Mortgagor to repair or replace the damaged Premises; provided, however, that prior to the release of any proceeds or Award to Mortgagor for the Mortgagor's use in repairing or replacing the damaged Premises, if requested by Mortgagee, Mortgagor shall submit to Mortgagee: (A) plans and specifications for the repair or replacement of the damaged Premises, and (B) fixed price contracts with good and responsible contractors and materialmen covering all work and materials necessary to complete any proposed repair or replacement of the damaged Premises; and (ii) if an Event of Default has occurred and is continuing, Mortgagee may, at its discretion, apply such proceeds to the outstanding Loan. Notwithstanding the foregoing, in the event such proceeds, Award or compensation, other than insurance proceeds, are less than \$50,000.00, Mortgagee shall permit Mortgagor to adjust, settle and use such proceeds, Award or compensation to be disbursed for such repair or restoration of the Premises, and under

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such conditions, as Mortgagee may impose and in a manner acceptable to Mortgagee. If the amount of proceeds to be made available to Mortgagor pursuant to this subsection (f) is less than the cost of the restoration or repair as estimated by Mortgagee at any time prior to completion thereof, Mortgagor shall cause to be deposited with Mortgagee the amount of such deficiency within thirty (30) days of Mortgagee's written request therefor (but in no event later than the commencement of the work) and Mortgagor's deposited funds shall be disbursed prior to any such proceeds. If Mortgagor is required to deposit funds under this subsection (f), the deposit of such funds shall be a condition precedent to Mortgagee's disbursement of any proceeds, Award or compensation held by Mortgagee hereunder. The amount of proceeds, Award or compensation which is to be made available to Mortgagor, together with any deposits made by Mortgagor hereunder, shall be disbursed from time to time to pay the cost of repair or restoration either, at Mortgagee's option, to Mortgagor or directly to contractors, subcontractors, material suppliers and other persons entitled to payment in accordance with and subject to such conditions to disbursement as Mortgagee may impose to assure that the work is fully completed in a good and workmanlike manner and paid for and that no liens or claims arise by reason thereof.

(g) Proceeds of Business Interruption and Rental Insurance. The net proceeds of business interruption and rental insurance shall be applied in such manner and order as Mortgagee may determine.

(h) Renewal of Policies. At least thirty (30) days prior to the expiration date of any policy evidencing insurance required under this Section 5, a renewal thereof, substitution therefor, or certificate of insurance evidencing the renewal thereof or substitution therefor satisfactory to Mortgagee shall be delivered to Mortgagee with receipts or other evidence of the payment of any premiums then due on such renewal policy or substitute policy.

6. Events of Default; Remedies.

(a) Events of Default. The occurrence of any of the following shall constitute an event of default ("*Event of Default*") hereunder (including, if Mortgagor consists of more than one person or entity, the occurrence of any such events with respect to any one or more of such persons or entities):

(i) The occurrence of a default under the Note, and continuance of such default beyond the applicable cure or grace period;

(ii) Failure by Mortgagor to comply with or perform any provision of this Mortgage and continuance of such failure for thirty (30) days after notice thereof to Mortgagor from Mortgagee or the holder of the Loan; provided, however, that if such default is of such a nature that it cannot be cured within said thirty (30) day period, then Mortgagor shall not be held in default so long as it commences within said period to cure such default and diligently thereafter proceeds to cure such default; or

(iii) The occurrence of a material uninsured loss, damage or destruction, or a taking by eminent domain or other condemnation proceeding, of any substantial portion of the Mortgaged Property, or any part of the Mortgaged Property which materially impairs any of the intended uses of the Mortgaged Property.

(b) Acceleration. Upon the occurrence of any Event of Default, the Loan, together with interest thereon at the rate of ten percent (10%) per annum (the "*Default Interest Rate*"), shall, at the option of Mortgagee, notwithstanding any provisions thereof and without demand or notice of any kind to Mortgagor or to any other person, become and be immediately due and payable.

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(c) Remedies Cumulative. No remedy or right of Mortgagee hereunder or under the Note or otherwise, or available under applicable law, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on an Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence thereto, nor shall it affect any subsequent Event of Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee. All rights, powers and remedies of Mortgagee, expressed herein shall be in addition to, and not in limitation of, those provided by law or in the Note or any other written agreement or instrument relating to the Loan or any security therefor.

(d) Possession of Premises; Remedies under the Note. Mortgagor hereby waives all right to the possession, income and Rents of the Premises or any other Mortgaged Property from and after the occurrence of any Event of Default, and Mortgagee is hereby expressly authorized and empowered, at and following any such occurrence, to enter into and upon and take possession of the Premises or any part thereof, to complete any construction in progress thereon at the expense of Mortgagor, to lease the same, to collect and receive all Rents and to apply the same, less the necessary or appropriate expenses of collection thereof, either for the care, operation and preservation of the Premises or, at the election of Mortgagee in its sole discretion, to a reduction of the Loan in the manner provided in Section 6(i). Mortgagee, in addition to the rights provided under the Note, is also hereby granted full and complete authority to enter upon the Premises, employ watchmen to protect the Mortgaged Property from depreciation or injury and to preserve and protect the same, and to continue any and all outstanding contracts for the erection and completion of improvements to the Premises, to make and enter into any contracts and obligations wherever necessary (in the sole judgment of Mortgagee) in its own name, and to pay and discharge all debts, obligations and liabilities incurred thereby, all at the expense of Mortgagor. All such expenditures by Mortgagee shall be additional obligations secured hereunder. Upon the occurrence of any Event of Default, Mortgagee may also exercise any or all rights or remedies under the Note.

(e) Judicial Foreclosure. Upon the occurrence of an Event of Default then Mortgagee or the holder or holders of any of the indebtedness secured by this Mortgage may, at its option, declare the whole amount of the Loan remaining unpaid immediately due and payable without notice, and proceed by suit or suits in equity or at law to foreclose the same. Appraisal of the Premises is hereby waived or not waived at the option of Mortgagee, such option to be exercised at or prior to the time judgment is rendered in such judicial foreclosure. The Premises may be sold as one parcel or in such parcels as Mortgagee may elect unless otherwise provided by law.

(f) Receiver. Mortgagee shall have the right, with the irrevocable consent of Mortgagor hereby given and evidenced by the execution of this Mortgage, such consent being coupled with an interest, to obtain appointment of a receiver by any court of competent jurisdiction without further notice to Mortgagor, which receiver shall be authorized and empowered to enter upon and take possession of the Mortgaged Property and all bank accounts encumbered by this Mortgage or the Note and containing funds associated with the Mortgaged Property, to let the Premises and other Mortgaged Property, to receive all the Rents due or to become due, and apply the Rents after payment of all necessary charges and expenses to reduction of the Loan in the manner provided in Section 6(i). At the option of Mortgagee, the receiver shall accomplish such entry and taking possession of the Mortgaged Property by actual entry and possession or by notice to Mortgagor. The receiver so appointed by a court of competent jurisdiction shall be empowered to issue receiver's certificates for funds advanced by Mortgagee for the purpose of protecting the value of the Mortgaged Property as security for the Loan.

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The amounts evidenced by receiver's certificates shall bear interest at the Default Interest Rate and may be added to the cost of redemption if the owners of the Mortgaged Property, Mortgagor or a junior lienholder redeems at or before the foreclosure sale.

(g) Remedies for Leases and Rents. If any Event of Default shall occur, then whether before or after institution of legal proceedings to foreclose the lien of this Mortgage or before or after the sale thereunder, Mortgagee shall be entitled, in its discretion, to do all or any of the following: (i) enter and take actual possession of the Premises, the Rents, the Leases and other Mortgaged Property relating thereto or any part thereof personally, or by its agents or attorneys, and exclude Mortgagor therefrom; (ii) with process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of Mortgagor relating thereto; (iii) as irrevocable attorney-in-fact or agent of Mortgagor (such power of attorney and agency being coupled with an interest), or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Premises, the Rents, the Leases and other Mortgaged Property relating thereto and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Rents, the Leases and other Mortgaged Property relating thereto (including actions for the recovery of Rent); (iv) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (v) elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien hereof unless a non-disturbance agreement has been executed; (vi) make all necessary or reasonable repairs, decoration, renewals, replacements, alterations and improvements to the Premises that, in its reasonable discretion, may be appropriate; (vii) insure and reinsure the Mortgaged Property for all risks incidental to Mortgagee's possession, operation and management thereof; and (viii) receive all such Rents and proceeds, and perform such other acts in connection with the management and operation of the Mortgaged Property, as Mortgagee in its discretion may deem proper, Mortgagor hereby irrevocably granting Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after any Event of Default without notice to Mortgagor or any other person, such power and authority being coupled with an interest. Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in the following order: (a) first, to the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions paid to third parties and other compensation and expenses of seeking and procuring tenants and entering into Leases), established claims for damages, if any, and premiums on insurance hereinabove authorized; (b) second, to the payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Mortgaged Property, including the cost from time to time of installing, replacing or repairing the Mortgaged Property, and of placing the Mortgaged Property in such condition as will, in the judgment of Mortgagee, make it readily rentable or salable; and (c) third, to the payment of the Loan in the manner provided in Section 6(i). The entering upon and taking possession of the Premises, or any part thereof, and the collection of any Rents and the application thereof as aforesaid shall not cure or waive any Event of Default theretofore or thereafter occurring or affect any notice or Event of Default hereunder or invalidate any act done pursuant to any such Event of Default or notice, and, notwithstanding continuance in possession of the Premises or any part thereof by Mortgagee or a receiver, and the collection, receipt and application of the Rents, Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law or in equity upon or after the occurrence of an Event of Default. Any of the actions referred to in this Section 6(g) may be taken by Mortgagee irrespective of whether any notice of an Event of Default has been given hereunder and without regard to the adequacy of the security for the Loan.

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(h) Personal Property. Whenever there exists an Event of Default hereunder, Mortgagee may exercise from time to time any rights and remedies available to it under applicable law upon default in payment of indebtedness. Mortgagor shall, promptly upon request by Mortgagee and at Mortgagor's expense, assemble so much of the Mortgaged Property as is personal property under applicable law and make it available to Mortgagee at such place or places designated by Mortgagee. Any notification required by law of intended disposition by Mortgagee of any of the Mortgaged Property shall be deemed reasonably and properly given if given at least five (5) days before such disposition. Mortgagor shall pay all expenses incurred by Mortgagee in the collection of the proceeds from such disposition, including attorneys' fees and legal expenses, and in the repair of any portion of the Premises to which any of the Personal Property may be affixed. Without limiting the foregoing, whenever there exists an Event of Default hereunder, Mortgagee may, with respect to so much of the Mortgaged Property as is personal property under applicable law, to the fullest extent permitted by applicable law, without further notice, advertisement, hearing or process of law of any kind, (i) notify any person obligated on the Mortgaged Property to perform directly for Mortgagee its obligations thereunder, (ii) enforce collection of any of the Mortgaged Property by suit or otherwise, and surrender, release or exchange all or any part thereof or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto, (iii) endorse any checks, drafts or other writings in the name of Mortgagor to allow collection of the Mortgaged Property; (iv) take control of any proceeds of the Mortgaged Property; (v) enter upon any premises where any of the Mortgaged Property may be located and take possession of and remove such Mortgaged Property, (vi) sell any or all of the Mortgaged Property, free of all right, and claims of Mortgagor therein and thereto, at any public or private sale, and (vii) bid for and purchase any or all of the Mortgaged Property at any such sale. Any proceeds of any disposition by Mortgagee of any of the Mortgaged Property shall be applied by Mortgagee to the payment of the Loan in the manner provided in Section 6(i). In addition to and not in limitation of the foregoing provisions of this Section (h), Mortgagee may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code or other applicable law as in effect from time to time or otherwise available to it under the Note. Mortgagor hereby expressly waives presentment, demand, notice of dishonor, protest and notice of protest in connection with the Loan and to the fullest extent permitted by applicable law, any and all other notices, demands, advertisements, hearings or process of law in connection with the exercise by Mortgagee of any of its rights and remedies hereunder. Mortgagor hereby irrevocably appoints Mortgagee its attorney-in-fact with full power of substitution to take possession of the Mortgaged Property upon any Event of Default and, as Mortgagee in its sole discretion deems necessary or proper, to execute and deliver all instruments required by the Mortgagee in order to accomplish the disposition of the Mortgaged Property. The foregoing power of attorney and power of substitution are coupled with an interest and are irrevocable while the Loan is outstanding.

(i) Application of Proceeds. Any and all proceeds received by Mortgagee hereunder (unless otherwise specified herein) will be applied by Mortgagee as follows: (i) first, to the payment of Mortgagee's out-of-pocket expenses in connection with the Mortgaged Property or this Mortgage and enforcement of Mortgagee's rights with respect thereto or thereunder, including attorneys' fees and legal expenses, (ii) second, toward the payment of the Loan, and (iii) third, any surplus to be paid to Mortgagor, its successors and assigns, or as a court of competent jurisdiction may direct.

7. Mortgagee's Remedies against Multiple Parcels. If more than one property, lot or parcel is covered by this Mortgage, and if this Mortgage is foreclosed upon, or judgment is entered upon the Loan secured hereby, or if Mortgagee exercises its power of sale, if any, execution may be made upon or Mortgagee may exercise its power of sale against any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different

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times or at the same time, and execution sales or sales by advertisement may likewise be conducted separately or concurrently, in each case at Mortgagee's election.

8. No Merger. In the event of a foreclosure of this Mortgage or any other mortgage or deed of trust securing the Loan, the Loan then due Mortgagee shall not be merged into any decree of foreclosure entered by the court, and Mortgagee may concurrently or subsequently seek to foreclose one or more mortgages or deeds of trust which also secure said Loan.

9. Notices. Except as otherwise provided herein, any notices, demands, consents, requests, approvals, undertakings or other instruments required or permitted to be given in connection with this Mortgage shall be in writing, and shall be deemed to have been validly served, given or delivered if hand-delivered or if sent by a nationally recognized overnight delivery service, charges prepaid, or if mailed (effective four (4) business days following deposit thereof at any main or branch United States Post Office) by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the party so notified as set forth in the introductory paragraph of this Mortgage. Mortgagor or Mortgagee shall, from time to time, have the right to specify as the proper addressee and/or address for the purposes of this Mortgage any other party or address in the United States upon giving five (5) days' written notice thereof.

10. Extension of Payments. Mortgagor agrees that, without affecting the liability of any person for payment of the Loan secured hereby or affecting the lien of this Mortgage upon the Mortgaged Property or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), Mortgagee may at any time and from time to time, on request of Mortgagor, without notice to any person liable for payment of any Loan secured hereby, extend the time, or agree to alter or amend the terms of payment of such Loan. Mortgagor further agrees that any part of the security herein described may be released with or without consideration without affecting the remainder of the Loan or the remainder of the security.

11. Governing Law. Mortgagor agrees that this Mortgage is to be construed, governed and enforced in accordance with the laws of the State. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

12. Satisfaction of Mortgage. Upon full payment of all the Loan, at the time and in the manner provided in the Contract and in the Note, this conveyance or lien shall be null and void and, upon demand therefor following such payment or satisfaction of the conditions set forth in the Contract for release of the Mortgaged Property, as the case may be, a satisfaction of mortgage or reconveyance of the Mortgaged Property shall promptly be provided by Mortgagee to Mortgagor.

13. Successors and Assigns Included in Parties. This Mortgage shall be binding upon Mortgagor and upon the successors, assigns and vendees of Mortgagor and shall inure to the benefit of Mortgagee's successors and assigns; all references herein to Mortgagor and to Mortgagee shall be deemed to include their respective successors and assigns. Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for Mortgagor. Wherever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

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14. Waiver. Mortgagor, on behalf of itself and all persons now or hereafter interested in the Mortgaged Property, to the fullest extent permitted by applicable law hereby irrevocably waives all rights under, all homestead, moratorium, valuation, appraisal, exemption, stay, extension, reinstatement and redemption statutes, laws or equities now or hereafter existing, including, without limitation, any rights of reinstatement and redemption as allowed under Section 5/15-1601(b) of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.), or successor statutes, and hereby further irrevocably waives the pleading of any statute of limitations as a defense to any and all obligations secured hereunder, such waivers being freely given for good and valuable consideration. Mortgagor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of the Mortgaged Property. Without limiting the generality of the preceding sentence, Mortgagor, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, hereby irrevocably waives (such waiver being freely given for good and valuable consideration) any and all rights of reinstatement and rights of redemption prior to sale or from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Mortgagor, for itself and for all persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Mortgage, hereby expressly and irrevocably waives and releases (such waiver and release being freely given for good and valuable consideration) all rights to direct the order in which any of the Mortgaged Property shall be sold in the event of any sale or sales pursuant hereto and to have any of the Mortgaged Property and/or any other part of the Premises now or hereafter constituting security for the Loan marshalled upon any foreclosure of this Mortgage or of any other security for the Loan. Mortgagor irrevocably waives (such waiver being freely given for good and valuable consideration) any right to a trial by jury in any action or proceeding (i) to enforce or defend any right under the Note, or under any amendment, instrument, document, or agreement delivered, or that may be in the future be delivered, in connection herewith or therewith, or (ii) arising from any financing relationship existing in connection with this Mortgage, and Mortgagor agrees that any such action or proceeding shall be tried before a court and not before a jury.

15. Interpretation with Other Documents. Notwithstanding anything in this Mortgage to the contrary, in the event of a conflict or inconsistency between this Mortgage and the Contract, the provisions of this Mortgage shall govern.

16. Changes. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

17. Time of Essence. Time is of the essence with respect to the provisions of this Mortgage.

18. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Mortgage. In the event an ambiguity or question of intent or interpretation arises, this Mortgage shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Mortgage.

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IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written by the person or persons identified below on behalf of Mortgagor (and said person or persons hereby represent that they possess full power and authority to execute this instrument).

MORTGAGOR:

RAJA PROPERTIES, INC., an Illinois corporation

By: *Michael A. Pontarelli*
Name: MICHAEL A. PONTARELLI
Its: PRESIDENT

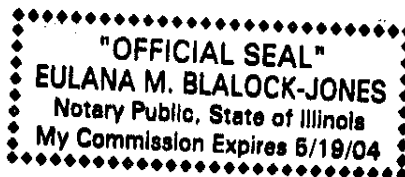
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MICHAEL PONTARELLI, personally known to me to be the PRESIDENT of **RAJA PROPERTIES, INC.**, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and seal this 16th day of March, 2001.

Eulana M. Blalock-Jones
Notary Public

My Commission Expires: 5/19/04



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EXHIBIT A

LEGAL DESCRIPTION

LOT 6 IN BLOCK 11 IN W. F. KAISER AND COMPANY'S ADDISON HEIGHTS
SUBDIVISION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 19,
TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

P.I.N. #13-19-128-013-0000

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EXHIBIT B

PERMITTED ENCUMBRANCES

GENERAL REAL ESTATE TAXES FOR THE YEAR 2000 AND SUBSEQUENT YEARS.

MORTGAGE DATED OF EVEN DATE HERewith GIVEN BY MORTGAGOR TO
PLAZA BANK, TO SECURE A NOTE IN THE AMOUNT OF \$ 760,000.

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