

UNOFFICIAL COPY

0010427799

2039/0018 49 001 Page 1 of 18

2001-05-21 11:37:41

Cook County Recorder

55.50



0010427799

MAIL TO: NETCO
415 N. LASALLE ST.
STE 402
CHICAGO, IL 60610

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

CH 04980

LOM

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (the "Mortgage") is made this 10th day of May, 2001 between Lybin Pavlovski and Cvetanka Pavlovski, his wife, and Nikolina Tolevski, their daughter (collectively, the "Grantor") and Eastern Savings Bank, fsb, a federally chartered savings bank ("Lender").

WHEREAS, the Grantor is justly indebted to Eastern Savings Bank, fsb, a federally chartered savings bank ("Lender") in the principal amount of Seventy Thousand and 00/100 Dollars (\$70,000.00) representing the balance of a commercial loan of even date to Grantor which sum the Grantor has promised to pay to Lender pursuant to the terms of a Promissory Note (the "Note") to Lender of even date herewith in the aforementioned amount, due and payable on or before June 1, 2006; and

WHEREAS, it is a condition precedent to such loan by Lender to the Grantor that the Grantor execute and deliver this Mortgage to the Lender and subsequent holders of the Note for the payment of the principal and interest payable under the Note.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the foregoing and in order to secure the payment by the Grantor of the debt evidenced by the Note and any other sums payable under the Note or hereunder, the Grantor does hereby mortgage, grant and convey unto Lender, its successors and assigns, the fee title estate of, and a first priority lien on and security interest to Lender in and to that parcel of land termed the "Real Property" being located

UNOFFICIAL COPY

Property of Cook County Clerk's Office

MAIL TO: METCO
415 N. LA SALLE ST
STE 405
CHICAGO, IL 60610

UNOFFICIAL COPY

in Cook County, Illinois and more particularly described in Exhibit "A", attached to this Mortgage, and incorporated herein by reference.

TOGETHER with all of the Grantor's right, title and interest in and to (i) all buildings and improvements now or hereafter situated thereon or therein; (ii) all rights, privileges, easements, hereditaments and appurtenances now or hereafter thereunto belonging or appertaining; (iii) all fixtures and equipment now or hereafter installed in, on or about the aforesaid property by or on behalf of the Grantor or any owner of the aforesaid property and used or for use therein, thereon or thereabout - all of said property being declared by the parties hereto to be real fixtures and part of the aforesaid real estate whether attached to the free-hold or not; provided, however, that trade fixtures and other personal fixtures of any tenant now or hereafter installed on or about the aforesaid property are not intended to be included in this provision except to the extent of Grantor's interest therein; (iv) all warranties of every nature conveyed herein or encumbered hereby, and all after acquired properties conveyed herein or encumbered hereby; (v) all of the property conveyed above or otherwise conveyed to Lender herein or hereafter and each and every part thereof;

TOGETHER with all right, title and interest of Grantor, now owned or hereafter acquired in and to all tangible personal property (the "Personal Property") owned or leased by Grantor and now or at any time hereafter located on or at the Real Property or used in connection therewith;

TOGETHER with all right, title and interest of Grantor in all policies of insurance, insurance proceeds and condemnation proceeds pertaining to the Real Property (subject to the limitations set forth herein);

TOGETHER with all plats, drawings, engineering studies, contracts, agreements, licenses, approvals or other intangibles relating to the development of the Real Property;

TOGETHER with all and singular the rights, alleys, ways, waters, easements, tenements, privileges, advantages, accessions, hereditaments and appurtenances belonging or in any way appertaining to the aforesaid land and other property, and the reversions and remainders, rents, issues and profits thereof and including any right, title, interest or estate hereafter acquired by Grantor in the aforesaid land and other property;

TO HAVE AND TO HOLD the said Real Property with improvements thereupon and all the rights, easements, rents, profits and appurtenances and all other property described above (all of which is hereinafter sometimes called the "Mortgaged Property" or the "Property") unto Lender, its successors and assigns, for its and their own use, forever.

Provided, however, that if the principal and interest payments under the Note and all other sums payable under the Note and hereunder are paid when due, and if all of the covenants of the Grantor set forth in the Loan Documents shall be performed by the Grantor, all without fraud or

0010427799

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

delay, and upon payment in full of the principal debt and all interest payable under the Note and all other sums secured hereunder have been paid, the Lender shall release this Mortgage and reconvey the Mortgaged Property to the Grantor.

This Mortgage is made upon the following terms, conditions and covenants:

1. The Grantor covenants and agrees to pay all installments of interest under the Note and any other sums payable under the Note or hereunder promptly when due and shall comply with all covenants and obligations set forth in the Note, Mortgage, and Financing Statements, (collectively, together with any Guaranty, the "Loan Documents").
2. The Grantor covenants and agrees to pay to the Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Grantor to Lender, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. The Funds are pledged as additional security for all sums secured by this Security Instrument. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Grantor in writing, and, in such case, Grantor shall pay to Lender the amount necessary to make up the deficiency. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Grantor any Funds held by Lender. If Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.
3. The Grantor covenants and agrees not to make, suffer or permit any use of the Property which will create or cause to exist a fire or other hazard, nor will Grantor in any way increase the risk caused by an existing or future hazard.
4. The Grantor covenants and agrees to allow any authorized representative of Lender access to the Property (i) at any time without limitation during an emergency as determined solely by the Lender and (ii) otherwise during normal business hours and without advance notice, such right of access being granted herein for the purpose of allowing the Lender or its designee to ascertain whether the terms, covenants and conditions of this Mortgage and all other Loan Documents are being fulfilled.

0010427799

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

5. The Grantor covenants and agrees not to commit any waste of the Mortgaged Property nor permit nor suffer any waste thereof by others, and to keep the Mortgaged Property in good order and repair.
6. The Grantor covenants and agrees to maintain adequate financial records:
 - a. The Grantor will keep adequate records and books of account pertaining to the Mortgaged Property in accordance with generally accepted accounting principles and will permit the Lender by its agents, accountants, and attorneys to examine the financial records and books of account and to discuss its affairs, finances, and accounts with the Grantor at such reasonable times as may be requested by the Lender.
 - b. The Grantor and the Guarantors, if any, on request by the Lender will furnish to the Lender with reasonable promptness, copies of income and net worth statements for their respective most recent fiscal years.
 - c. The Grantor, within ten (10) days of any request by Lender, will furnish a written statement, duly acknowledged, of the amount of the outstanding indebtedness to the Lender secured by this Mortgage, the amount of accrued interest as of a specified date, and whether any offsets or defenses exist against the indebtedness secured hereby.
7. The Grantor covenants and agrees to keep the Mortgaged Property free from all statutory liens and from liens, encumbrances and claims of every kind whether junior or senior to the lien of this Mortgage.

The Grantor covenants and agrees to pay or bond off from time to time when the same shall become due, all lawful claims and demands of mechanics, material men, laborers and others which, if unpaid, might result in, or permit creation of, a lien on the Mortgaged Property or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom, and in general the Grantor covenants to do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of the Grantor, without expense to the Lender.
8. The Grantor covenants and agrees, at its expense, to maintain a general public liability insurance policy covering the Mortgaged Property with limits of not less than \$1,000,000.00 for bodily injury and death of one or more persons and \$100,000.00 for property damage. The Grantor shall furnish Lender with a certificate of such policy and for all renewals thereof, together with evidence of the payment of any premiums coming due during the loan term at least twenty (20) days before the expiration of the existing policy.

The Grantor shall at all times maintain workmen's compensation insurance in accordance with applicable state law.

0010427799

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9. The Grantor covenants and agrees to keep any improvements upon said Property constantly insured against loss by fire with extended coverage in an amount reasonably satisfactory to the Lender in all respects so as to avoid any claim on the part of the insurers for co-insurance and, in addition, to keep in full force and effect policies of insurance insuring against such other hazards, casualties, and contingencies as the Lender may reasonably require. Such policies will be on such forms, in such companies, for such periods, and in such amounts as the Lender may require from time to time with loss payable to the Lender.

The Grantor covenants and agrees to deliver the policy or policies required herein or pursuant hereto to Lender as additional security; and, where renewal policies are necessary in the performance of this covenants, the Grantor covenants and agrees to deliver such policies to the Lender at least twenty (20) days before the expiration of the existing insurance, together with a receipt showing all premiums paid in full.

All fire and hazard insurance proceeds may be applied, at Grantor's request, to the restoration of the Improvements provided that the following conditions are satisfied: (i) in Lender's judgement, sufficient funds are available and/or committed, including insurance proceeds, to complete the restoration; (ii) no event of default exists under any of the Loan Documents, and no event or condition has occurred which with the giving of notice or passage of time or both will constitute an Event of Default under any of the Loan Documents; (iii) Lender shall have received, reviewed and approved all plans and specifications to be used for such restoration; and (iv) the proceeds shall be held by Lender and the disbursement of all funds held for such restoration shall be controlled by Lender and accomplished in a manner satisfactory to Lender in its sole discretion. If the Property is abandoned by Grantor, or if Grantor fails to respond to Lender within 30 days from the date notice is mailed by Lender to Grantor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Grantor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Paragraph 1 hereof. If the Property is acquired by Lender, under the terms of this Mortgage, all right, title and interest of Grantor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

10. The Grantor covenants and agrees promptly to comply with and obey all laws, ordinances, rules, regulations, requirements and orders of every duly constituted governmental or other public authority with respect to:

0010427799

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

- a. all restrictions, specifications, or other requirements pertaining to products that it sells or to the services it performs;
 - b. the conduct of its business;
 - c. the use, maintenance, and operation of the real and personal properties owned or leased by it in the conduct of its business;
 - d. the obtaining of all necessary licenses and permits necessary to engage in its business; and
 - e. the making, storing, handling, treating, disposing, generating, transporting, or release of hazard substances.
11. The Grantor covenants and agrees not to allow any lien or claim of title prior to the lien or title created by or conveyed in this Mortgage or prior to the lien or title created by or conveyed in any of the other Loan Documents, to attach to said Property or any other realty or personalty conveyed in or encumbered by any of the Loan Documents after the date hereof and covenants to take such actions as the Lender shall deem necessary or desirable in Lender's exclusive opinion to protect the Lender's rights, titles or interest herein, and in all other Loan Documents. The Grantor covenants not to default in any agreement or obligation of any nature whatsoever affecting the Mortgaged Property or any part thereof or the occupants thereof or which affect, directly or indirectly, the value of the Mortgaged Property or any or all of the Loan Documents, or the rights, titles or interests of the Lender thereunder.
12. a. Grantor covenants and agrees to pay when due all rents and other payments to be paid by it, and to perform all covenants, agreements and undertakings to be performed by it under any lease, sublease or ground lease which may affect or constitute a portion of, or an interest in, the Mortgaged Property. Grantor further covenants and agrees that it will not, without the prior written consent of Lender, which consent shall not be unreasonably withheld, assign, consent to the cancellation of or surrender of, or accept prepayment of rents under any lease now or hereafter covering any part of the Mortgaged Property, nor modify any such lease so as to shorten the term, decrease the rent, or accelerate payment of rent, and any such purported assignment, cancellation, surrender, prepayment or modification made without consent of the Lender shall be void as against the Lender and shall constitute an event of default hereunder.
- b. Grantor further covenants and agrees that should, at any time, any recordation or transfer taxes or documentary stamps be assessed in connection with this

0010427799

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Mortgage, Grantor will pay the same within fifteen (15) days of receiving notice of the assessment (under protest if Grantor desires).

- c. Grantor covenants and agrees not to cause, allow or permit the sale, assignment or transfer, voluntarily, involuntarily, or by operation of law, directly or indirectly as by the sale of stock in any corporate owner, by any person, firm, or company, of the title or the equity of redemption or transfer of any partnership interest, or any legal or equitable interest, in the Mortgaged Property, in whole or in part, unless such sale, assignment or transfer is consented to in writing by the Lender which consent shall be in the sole and absolute discretion of the Lender after submission by the Grantor of such financial statements and such other documents which Lender may require.
- Notwithstanding the foregoing, the shareholders in Grantor may transfer shares in Grantor to a spouse or lineal descendent by inter vivos gift or otherwise for estate planning purposes.
- d. If required by the Lender, Grantor agrees to execute an Assignment of Security Deposits in form and content satisfactory to Lender.
13. The Lender may, at any time and from time to time, without affecting the priority or the validity of the lien of this Mortgage or the liability of any person (other than the person released pursuant hereto) and without notice of any kind:
- (i) Waive or amend any of the covenants, terms or conditions of this Mortgage or of the Note or other Loan Documents, or grant any forbearances or extensions in the performance thereof; or
 - (ii) Release any portion of the Mortgaged Property with or without payment upon the principal debt secured hereby, or waive the priority of the lien of this Mortgage on all or any part of the Mortgaged Property; or
 - (iii) Release any person primarily or secondarily liable for the payment of the Note or the performance of the Grantor's covenants under this Mortgage; or
 - (iv) Accept additional security of any kind.
14. If the Grantor should fail to pay any taxes, water or sewer rents, assessments, charges, claims, costs, expenses or fees required to be paid under the terms of this Mortgage, or to maintain insurance, or to make all necessary repairs to the Property, as provided herein, or if the Grantor fails to perform or observe any other term, covenant or condition of this Mortgage or other Loan Documents after any required notice from Lender and after the expiration of any applicable grace period, the Lender shall have the right and is hereby authorized without order of any court to make advances or payments on behalf of the Grantor in order to rectify the default and to engage counsel in connection therewith; and all such advances or payments made by the Lender and all reasonable legal and other expenses incurred by the Lender in connection with the

0040427799

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

rectification of such default or in order to protect the lien and security of this Mortgage or enforce any of the covenants and conditions contained herein shall be added to the indebtedness hereby secured and payable by the Grantor to the Lender promptly upon demand, together with interest thereon until paid at the rate which is set forth in the Note; and such sums and interest shall be deemed secured by this Mortgage.

15. Until the occurrence of an event of default hereunder (but not thereafter) the Grantor shall be entitled to possession of the Mortgaged Property, the use and enjoyment thereof and the right to receive the rents and profits thereof. Upon the occurrence of any event of default under this Mortgage, the Lender, its successors and assigns, shall be entitled to the rents and profits of the Mortgaged Property, and for such purpose such rents and profits are hereby assigned to the Lender as additional security. Grantor represents and warrant that such rents and profits have not been assigned to another party as security for another debt. If this representation is false, it shall constitute an event of default under this Mortgage. Upon the occurrence of an event of default hereunder the Lender shall also be entitled, at its election, to the immediate appointment of a receiver for the Mortgaged Property, without notice to the Grantor and without regard to the adequacy or inadequacy of the property as security for the payment of the Note.
16. Under the terms of the Note, the Lender and subsequent holders of the Note may declare the entire principal, accrued interest and other sums secured thereunder and under this Mortgage to be fully due and payable immediately upon the occurrence of an event of default under this Mortgage. Without any limitation on the obligations of the Grantor or any Guarantor, in addition to any other act defined as a default in any of the Loan Documents, the happening of one or more of the following events shall constitute an event of default under this Mortgage, and the other Loan Documents:
 - a. failure by the maker of the Note to make payment within the time period set forth therein, of any sum required to be paid to the holder of the Note under the terms of the Note and such failure continues after any applicable grace period set forth in this Note;
 - b. failure of the Grantor to keep the Property properly insured or to deliver insurance policies to Lender as above required;
 - c. failure of the Grantor or any Guarantor to perform or observe any of the other terms, covenants, or conditions to be performed or observed by the Grantor or Guarantor hereunder or under the Promissory Note or other Loan Documents which is not cured within thirty (30) days after written notice to Grantor except that if such failure cannot be cured during such 30 days then such additional time as may be necessary so long as Grantor is diligently pursuing such cure, as determined by Lender.

0010427799

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

- d. if the Grantor or Guarantor, if any, of the Note makes a deed of assignment for the benefit of creditors or files a petition for relief under any law of the United States or any state pertaining to bankruptcy or insolvency, or suffers the filing against it of any involuntary petition under the laws of any state or of the United States of America pertaining to bankruptcy or insolvency and such involuntary petition is not dismissed within sixty (60) days after filing;
 - e. creation of any unpermitted lien or encumbrance on all or any part of the Property, whether or not junior to the lien of this Mortgage; provided, however, that a judgment against Grantor, any attachment or other levy against the Property, any mechanic's lien, or a lien by operation of law shall not be considered a violation of this prohibition if it is paid, stayed on appeal, discharged, bonded or dismissed within thirty (30) days;
 - f. sale, assignment or transfer, voluntarily, involuntarily, or by operation of law, directly or indirectly as by the sale of stock in any corporate owner or transfer of any partnership interest, by any person, firm, or company, of the title or the equity of redemption, or any legal or equitable interest, in the Mortgaged property, in whole or in part, unless such sale, assignment or transfer is permitted hereunder or consented to in writing by the Lender; provided, however, that if the Mortgaged Property consists of individual lots or parcels, the Grantor may convey such individual lots contained in the Property if the Lender is paid the Release Fee, and if Grantor is not in default under any of the Loan Documents;
 - g. failure of the Grantor to perform or observe any of the terms, covenants, conditions, or obligations of the Grantor to be performed or observed by the Grantor under the provisions of any other promissory note or loan documents executed by the Grantor as a part of any other loan transaction with the Lender hereunder.
17. Upon the occurrence of an event of default hereunder the entire unpaid balance of the principal, the accrued interest and all other sums secured by this Mortgage shall become immediately due and payable, at the option of Mortgagee, without notice or demand (unless specifically required by applicable law). When the entire indebtedness shall become due and payable, either because of maturity or because of the occurrence of an event of default, or otherwise, then forthwith Lender shall have, and may exercise any one or more of the following rights, unless specifically prohibited by applicable law in the jurisdiction where the Mortgaged Property is located, which rights shall be cumulative and not exclusive and in addition to any other rights granted to Lender under this Mortgage.
18. Lender shall have the right, at its election, to exercise any and all rights and remedies available to it at law or in equity.

0010427799

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

19. Lender may institute an action of mortgage foreclosure against the Mortgage Property, or take such other action, at law or in equity, for the enforcement of this Mortgage and realization on the mortgage security or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the Default Rate stipulated in the Note to the date of such judgment, and thereafter at the same rate (but if not permissible, then at the highest judgment rate permitted by law), together with all other sums due by Grantor in accordance with the provisions of the Note, this Mortgage and the other Loan Documents, including, but without limitation, all sums which may have been loaned or otherwise advanced by Lender to Grantor after the date of this Mortgage for taxes, water or sewer rents, charges or claims, insurance or repairs to the Mortgage Property, all costs of suit, and reasonable attorneys' fees for collection. No foreclosure action or exercise of any other remedy with respect to all or any part of the Mortgage Property shall prevent or bar any contemporaneous or future action or remedy with respect to any part of the Mortgaged Property not subject to such foreclosure action or other remedy, and Grantor hereby waives to the fullest extent permitted by law any statute or rule of law to the contrary.
20. Lender may enter into possession of the Mortgaged Property, with or without legal action, and by force if necessary; collect therefrom all Rents (which term shall also include sums payable for use and occupation), and, after deducting all costs of collection and administration expense, apply the net Rents to the payment of taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges, and to the maintenance, repair or restoration of the Mortgaged Property, or on account and in reduction of the principal or interest, or both, hereby secured, in such order and amounts as Lender, in Lender's sole discretion, may elect; and for that purpose, Grantor hereby assigns to Lender all Rents as well as all rights and remedies provided in such Leases or at law or in equity for the collection of such Rents, and agrees to confirm the aforesaid assignment by such collateral document or documents as Lender may require. **FOR THE PURPOSE OF OBTAINING POSSESSION OF THE MORTGAGE PROPERTY IN THE EVENT OF ANY DEFAULT HEREUNDER, UNDER THE NOTE OR ANY OTHER LOAN DOCUMENT, GRANTOR HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD IN THE STATE OF ILLINOIS OR ELSEWHERE, AS ATTORNEY FOR GRANTOR AND ALL PERSONS CLAIMING UNDER OR THROUGH GRANTOR, TO SIGN AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN AMICABLE ACTION IN EJECTMENT FOR POSSESSION OF THE MORTGAGED PROPERTY AND TO APPEAR FOR AND CONFESS JUDGMENT AGAINST GRANTOR AND AGAINST ALL PERSONS CLAIMING UNDER OR THROUGH GRANTOR IN FAVOR OF LENDER, FOR RECOVERY BY LENDER OF POSSESSION THEREOF, FOR WHICH THIS MORTGAGE, OR A COPY HEREOF VERIFIED BY AFFIDAVIT, SHALL BE A**

0010427799

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

SUFFICIENT WARRANT; AND THEREUPON A WRIT OF POSSESSION MAY IMMEDIATELY ISSUE FOR POSSESSION OF THE MORTGAGED PROPERTY, WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER AND WITHOUT ANY STAY OF EXECUTION. IF, FOR ANY REASON, AFTER SUCH ACTION HAS BEEN COMMENCED, IT SHALL BE DISCONTINUED, OR POSSESSION OF THE MORTGAGED PROPERTY SHALL REMAIN IN OR BE RESTORED TO GRANTOR, LENDER SHALL HAVE THE RIGHT FOR THE SAME DEFAULT, OR ANY SUBSEQUENT DEFAULT, TO BRING ONE OR MORE FURTHER AMICABLE ACTIONS AS ABOVE PROVIDED TO RECOVER POSSESSION OF THE MORTGAGED PROPERTY. LENDER MAY BRING AN AMICABLE ACTION IN EJECTMENT AND CONFESS JUDGMENT THEREIN BEFORE OR AFTER THE INSTITUTION OF PROCEEDINGS TO FORECLOSE THIS MORTGAGE OR TO ENFORCE THE NOTE OR ANY OTHER LOAN DOCUMENT, OR AFTER ENTRY OF JUDGMENT THEREIN OR ON THE NOTE OR ANY OTHER LOAN DOCUMENT, OR AFTER A SHERIFF'S SALE OR JUDICIAL SALE OR OTHER FORECLOSURE SALE OF THE MORTGAGED PROPERTY IN WHICH LENDER IS THE SUCCESSFUL BIDDER, IT BEING THE UNDERSTANDING OF THE PARTIES HERETO THAT THE AUTHORIZATION TO PURSUE SUCH PROCEEDINGS FOR OBTAINING POSSESSION AND CONFESSING JUDGMENT THEREIN IS AN ESSENTIAL PART OF THE REMEDIES FOR ENFORCEMENT OF THE MORTGAGE, THE NOTE AND THE OTHER LOAN DOCUMENTS, AND SHALL SURVIVE ANY EXECUTION SALE TO LENDER.

21. Upon the occurrence of an event of default, Lender (or any other person or entity designated by Lender, at the request of Lender) shall have the absolute right to enter the Mortgaged Property and take possession thereof and the Grantor agrees to surrender the Mortgaged Property promptly upon demand. Lender (or such other designee) shall have all rights necessary to operate the Mortgaged Property (either by themselves or through agents appointed by them), including but not limited to the following:
- a. manage and operate the Mortgaged Property or any part thereof;
 - b. lease any part or parts of the Mortgaged Property for such periods of time, and upon such terms and conditions as Lender, may in its discretion, deem proper;
 - c. enforce any of the Leases;
 - d. demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for all

0010427799

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Rents, from any present or future Lessee;

e. institute, prosecute to completion or compromise and settle all summary proceedings and actions for Rent or for removing any and all Lessees;

f. enforce or enjoin or restrain the violation of any of the terms, provisions or conditions of any of the Leases;

g. make such repairs and alterations to the Mortgaged Property as Lender (or such other designee of Lender) may, in its sole discretion, deem proper;

h. pay from and out of the Rents collected, or from or out of any other funds, insurance premiums and any taxes, assessments, water rates, or other governmental charges levied, assessed or imposed against the Mortgage Property, or any portion thereof, and also any and all other charges, costs and expenses which it may deem necessary or advisable for Lender to pay in the management or operation of the Mortgaged Property, including (without limiting the generality of any rights, powers, privileges or authority hereinbefore or hereinafter conferred) the costs of such repairs and alterations, commissions for renting the Mortgaged Property, or any portions thereof, and reasonable legal expenses in enforcing claims, preparing papers or for any other services that may be required; and,

i. generally, do, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about with respect to the Mortgaged Property as fully as Grantor might do.

22. Upon an event of default, Lender, if and to the extent permitted by the Code, shall have the option of proceeding as to both real and personal property in accordance with its rights and remedies in respect of the real estate. The parties hereto agree that, in the event Lender elects to proceed with respect to personal property separately from the real property, the requirement of the Code as to notice of any proposed sale or disposition of the personal property shall be met if such notice is mailed to Grantor at least ten (10) days prior to the time of such sale or disposition.
23. Upon an event of default, Lender shall have the right but shall not be obligated, to enter the Mortgaged Property, if necessary, and cure any default in regard to the Mortgaged Property, and all costs related thereto shall be secured by this Mortgage and shall be paid, together with interest thereon at the Default Rate specified in the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Note, by Grantor to Lender upon demand therefor. The performance of any such act by Lender, however, shall not be deemed a waiver of any event of default.

24. No right, power or remedy conferred upon or reserved to the Lender by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.
25. Lender may release, regardless of consideration, any part of the Mortgaged Property held for the indebtedness secured by this Mortgage without, as to the remainder of the Mortgaged Property, in any way impairing or affecting the lien of this Mortgage or its priority over any subordinate lien.
26. Upon the happening of an event of default, at the option of the Lender, the Lender, as a matter of strict right and without notice to the Grantor or anyone claiming under it, and without regard to the then value of the Mortgaged Property, shall have the right to apply to any court having jurisdiction in the premises to appoint a receiver or receivers of the Mortgaged Property, and the Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor; any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and shall continue as such and exercise all such powers until the date of confirmation of sale, unless such receivership is sooner terminated;
27. The failure of the Lender to exercise any right hereunder or the delay in the exercise of any right or remedy hereunder shall not in any way affect this Mortgage or the rights of the Lender or be deemed a waiver of such rights or remedies exercisable with respect thereto. Any rights, powers, options or remedies contained herein or available to the Trustees and the Lender at law or in equity with respect hereto, shall be construed and deemed as cumulative, and no one or more of them as exclusive of any other or of any rights or remedies now or hereafter given or allowed by law.
28. The Grantor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation of the Property or any portion thereof covenants to notify the Lender of the pendency of such proceedings. The Lender may participate in any such proceedings and the Grantor from time to time will deliver to the Lender all instruments requested by it to permit such participation. In the event of such condemnation proceedings, the award or compensation payable is hereby assigned to and shall be paid to the Lender to the extent permitted under prior recorded mortgages. The Lender shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, the Lender may be represented by counsel

0010427799

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

selected by the Lender and the reasonable cost thereof to be paid by Grantor upon demand. The proceeds of any award or compensation so received shall, at the option of the Lender, either be applied without premium or penalty to the prepayment of the Note at the rate of interest provided therein regardless of the rate of interest payable on the award by the condemning authority, or to be paid over to the Grantor for restoration of the improvements.

29. Notwithstanding anything herein elsewhere contained, the Grantor shall not be required, to pay, discharge or remove or cause to be paid, discharged or removed, any tax, tax lien or assessment, or any mechanic's or laborer's or materialman's lien, or any forfeiture or other imposition or charge against the Mortgaged Property or any part thereof or any improvements at any time situated thereon, so long as it shall in good faith contest the same or the validity thereof by appropriate proceedings which shall operate to prevent the collection of the tax, lien, assessment, forfeiture, imposition or charge so contested and the sale of the Property to satisfy the same, and pending any such legal proceedings Lender shall not have the right to pay, remove, or cause to be discharged the tax, lien, forfeiture, imposition or charge thereby contested provided that there shall have been posted such security as may be required or permitted by law to insure such payment and prevent any sale or forfeiture of said Property in the event that such proceedings shall be determined adversely to Grantor.
30. Any notice, demand or delivery which may be given or made hereunder or with reference to this Mortgage shall be deemed given 48 hours after the date of mailing, certified mail, return receipt requested, postage prepaid, and addressed:

To the Grantor:

Lybin Pavlovski
Cvetanka Pavlovski

AND

Nikolina Tolevski
8125 Thomas Street
Justice, Illinois 60458

To the Lender:

Eastern Savings Bank, fsb
11350 McCormick Road, Suite 200
Hunt Valley, Maryland 21031
ATTN: William J. Monacelli

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

With a Copy to:

Richard C. Zeskind, Esq.
11350 McCormick Road, Suite 200
Hunt Valley, Maryland 21031

31. Any party may change its notice address by giving notice to the others pursuant to the provision hereof.
32. The Grantor agrees that in the event of the enactment of any law or ordinance, the promulgation of any zoning or other government regulation, or the rendition of any judicial decree restricting or materially adversely affecting the use of the Mortgaged Property or re-zoning the area wherein the same shall be situate (if the Mortgaged Property is not covered by a grandfathered or nonconforming use provision permitting the continuance of the existing use of the Mortgaged Property), or any restriction or loss of the existing improvements, including parking and landscaping resulting from any encroachment onto adjacent properties, which the Lender reasonably believes materially adversely affects the Mortgaged Property, the Lender may, upon at least sixty (60) days written notice to the Grantor, require payment of the indebtedness secured hereby at such time as may be stipulated in such notice and the whole of the indebtedness secured hereby, shall thereupon become due and payable. In the event that any specific tax or assessment (other than the Federal or State Income Tax or franchise taxes presently imposed under applicable law) is assessed directly or indirectly against the interest, or any part thereof, of the Lender herein, or against the present or future holder or holders of the Note secured hereby, or against the indebtedness evidenced thereby, the Grantor herein agrees that it will pay any and all of such taxes before the same shall become delinquent, provided that if the Grantor shall fail to pay such tax, the Lender may pay such tax and add the amount so paid to the indebtedness of the Grantor secured hereby. Should the Grantor fail to pay any and all of such tax or taxes before the same shall become delinquent, or should any law be adopted by virtue of which any such tax cannot be added to the amount of principal or interest secured hereby, or should a court of competent jurisdiction render a decision that the undertaking by the Grantor herein is illegal and in-operative, then, upon the happening of any such events, the whole indebtedness, including principal and accrued interest herein secured, shall at the option of the Lender, become due and payable notwithstanding anything to the contrary contained herein, or contained in the Note, and default shall exist hereunder.
33. The Lender may bid and become the purchaser at any sale under this Mortgage.

0010427799

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

34. Grantor hereby grants to Lender a security interest in the Personal Property located on or at the Mortgaged Property, including any and all property described in the granting clauses of this instrument and any and all property of similar type or kind hereafter located on or at the Mortgaged Property, and in the proceeds therefrom, for the purpose of securing all obligations of Grantor contained in any of the Loan Documents. This instrument shall constitute a Security Agreement as defined in the Code of the state in which the Mortgaged Property is located.
35. The Grantor hereby grants, assigns and transfers to the Lender all of the rents and other receipts from the Mortgaged Property (including all rents, issues, profits and all tenants security deposits), whether directly or indirectly or now or hereafter accruing with respect thereto, provided that prior to an event of default hereunder, Grantor shall have a license to collect all such rents and receipts.
36. The Grantor hereby covenants and agrees that the above loan evidenced by the Note was made or is being made for a commercial purpose to a business or commercial organization or to a person or persons, owning, operating, or desiring to acquire and operate a business, and the Grantor further covenants and agrees that the loan is being transacted solely for the purpose of carrying on or acquiring a business or commercial investment, as those terms are used and defined in the applicable state law.
37. Time is of the essence of this Mortgage and each and every term, covenant and condition herein.
38. The obligations of the Grantor hereunder shall be binding upon its or their heirs, successors and assigns; and the benefit of all of the provisions hereof shall inure to the successors and assigns of the Lender and all subsequent holders of the Note.
39. Grantor warrants and will defend generally the Property hereby conveyed and assigned, whether now owned or hereafter acquired against all claims and demands, subject only to those exceptions listed in Schedule B, Part I of the title insurance policy issued to and accepted by the Lender in accordance with the binder previously accepted by the Lender. Grantor covenants to cause the title insurance policy, in accordance with said binder, to be issued and delivered to the Lender within forty-five (45) days from the date hereof.
40. The Grantor covenants to execute, and cause to be executed, such further assurances of title to the Property or all or any of the Loan Documents, and to take, and cause to be taken, such actions, including the institution and conduct of legal proceedings, as may at any time appear to the Lender to be desirable to protect the Lender's (individually and/or collectively) rights, titles or interest in the Property, or the Loan Documents, or

0030457759

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

to perfect the title thereto in the Lender (as the case may be). Grantor covenants to defend, and cause to be defended, the claim or title of the Lender in any of the Loan Documents, or the Note, or any part or all of the Mortgaged Property or of any other security therefore.

IN WITNESS WHEREOF, the Grantors have executed this Mortgage.

WITNESS/ATTEST:

Lybin Pavlovski (SEAL)
Lybin Pavlovski

Cvetanka Pavlovski (SEAL)
Cvetanka Pavlovski

Nikolina Tolevski (SEAL)
Nikolina Tolevski

STATE OF ILLINOIS, County of COOK, to wit:

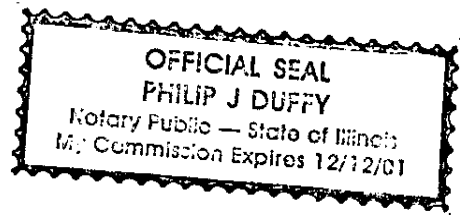
I hereby certify that on this 10th day of May, 2001, before me, the subscriber, a Notary Public of the State of Illinois, in and for the County of DuPage, personally appeared Lybin Pavlovski and Cvetanka Pavlovski, his wife, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

AS WITNESS WHEREOF, my hand and notarial seal.



Notary Public

My commission expires: 12-12-01



0010437999

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A"

ALL THAT CERTAIN TRACT, lot and parcel of land situated in the County of Cook, in the State of Illinois, to-wit: Lot 3 in Kline's Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 35, Township 38 North, Range 12, East of the Third Principal Meridian, Cook County, Illinois.

The improvements thereon being known as **8125 Thomas Street.**

PIR # 18-35-226-014

Property of Cook County Clerk's Office

0010427799

UNOFFICIAL COPY

Property of Cook County Clerk's Office