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2000-03-17 15:50:02

Cook County Recorder

43.00



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78-52-462  
D-1  
HMH  
(282)

Property of Cook County Clerk's Office

MORTGAGE

THIS MORTGAGE (the "Mortgage") is given on the 15<sup>th</sup> day of March, 2000. The mortgagor is NEAR WEST SIDE COMMUNITY DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation (the "Borrower"), with its principal address at 216 South Hoyne, Chicago, Illinois 60612. This Mortgage is given to LOCAL INITIATIVES SUPPORT CORPORATION, a New York not-for-profit corporation, with its principal address at 733 Third Avenue - 8th Floor, New York, New York 10017 ("Lender"). Borrower owes Lender the principal sum of Six Hundred Thousand and No/100 Dollars (\$600,000.00) or so much thereof as may be disbursed by Lender. This debt is evidenced by Borrower's note, dated as of August 29, 1997 (the "Note") in the amount of \$600,000.00. This Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property, located in Cook County, Illinois: AS DESCRIBED ON EXHIBIT A

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BMM

BOX 333-CTT

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This instrument prepared by  
and after recording MAIL TO:

Gregory G. Maher  
Deputy General Counsel  
Local Initiatives Support Corporation  
733 Third Ave., 8th Fl.  
New York, NY 10017

Which has the common address of 2332 West Jackson Boulevard,  
Chicago, Illinois (herein the "Property Address").

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil gas rights and profits, water, water rights and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

It is understood and agreed that Lender may, from time to time, make loans to the Borrower, and that such loans and advances and the interest thereon shall be secured by this Mortgage, provided that aggregate principal amount of the loans shall at no time exceed the amount hereinbefore stated.

## COVENANTS

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, together with any fees and charges as provided in the Note or this Mortgage.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 hereof shall be applied by Lender first in payment of any

advance made by Lender pursuant to this Mortgage, then to interest, fees and charges due under the Note, then to the principal amount outstanding under the Note.

3. **Charges; Liens.** Borrower shall pay, or cause to be paid, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, including all payments due under any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property. Borrower shall, upon request of Lender, promptly furnish to Lender receipts evidencing such payments.

Borrower shall promptly discharge any lien which has priority over this Mortgage, except for the lien of any mortgage disclosed by the title insurance policy insuring Lender's interest in the Property, provided that Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate or prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, provided that Lender shall not require that the amount of such coverage exceeds that amount of coverage required to pay the sums disbursed by Lender with respect to the Property and secured by this Mortgage and any other mortgage on the Property.

The insurance carrier providing the insurance shall be chosen by Borrower, subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in a timely manner.

All insurance policies and renewals thereof shall be in form acceptable to Lender, and shall include a standard mortgage clause in favor of and in form acceptable to

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Lender. Upon request of Lender, Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible, and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible, or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower 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 Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payments due under the Note, or if the Property is acquired by Lender, all right, title and interest of Borrower 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.

5. **Preservation and Maintenance of Property; Leaseholds.**

Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

6. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, any proceeding brought by or

on behalf of a prior mortgagee, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage provided that such amounts do not exceed \$1,200,000.00. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the Note rate. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. **Inspection.** Lender may make, or cause to be made, reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection, specifying reasonable cause therefor related to Lender's interest in the Property.
8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total or partial taking of the Property, the proceeds shall be applied to sums secured by this Mortgage, with the excess, if any, paid to Borrower.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payment due under the Note or change the amount of such payment.

9. **Borrower Not Released.** Extension of the time for payment or modification of any other term of the Note or this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release in any manner the liability of

the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor, or refuse to extend time for payment or otherwise modify any term of the Note or this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy under the Note or hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any such right of remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
11. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
12. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only, and are not to be used to interpret or define the provisions hereof.
13. **Notice.** Except for any notice required under applicable law to be given in another manner, All notices, requests, demands, consents, waivers and other communications given under any of the provisions of this Agreement shall be in writing and shall be delivered in person by courier delivery or mailed, and if mailed, then first class postage prepaid, registered or certified mail, return receipt requested, addressed as stated below or to such other address as the addressee may have specified in a notice duly given to the other addressees. Any such notice delivered by mail in the manner set forth herein shall be deemed delivered five (5) business days after mailing.

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To LISC:

Gregory Maher, Deputy General Counsel  
Local Initiatives Support Corporation  
733 Third Avenue - 8th Floor  
New York, New York 10017  
(212) 455 - 9860 TELEFAX: (212) 682 - 5929  
Re: P.A. #95-571/95-721A

With a copy to:

Local Initiatives Support Corporation  
547 West Jackson Blvd., Suite 601  
Chicago, IL 60661  
ATTN: Program Director  
(312) 360 - 0800 TELEFAX: (312) 360 - 0183

To Borrower:

Near West Side Community Development Corporation  
216 South Hoyne  
Chicago, Illinois 60612  
(312) 738-2179 TELEFAX: (312) 738-2308

With copies to:

William Miceli  
Miner, Barnhill & Galland, P.C.  
14 West Erie Street  
Chicago, Illinois 60610  
(312) 751-1170 TELEFAX: (312) 751-0438

14. **Governing Law; Severability.** This Mortgage shall be governed by the laws of the State of Illinois. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.
15. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Property. Borrower shall



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not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal commercial uses and to the rehabilitation and maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 15, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 15, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

16. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold, transferred or conveyed by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage; (b) the creation of a purchase money security interest for household appliances; or (c) a lease with option to purchase under Borrower's lease to purchase program, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.
17. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage or the Note, including the covenants to pay when due any sums



secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, and at any time prior to the expiration of any period of redemption following judicial sale, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property, and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of the rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

19. **Release.** Upon payment of all sums disbursed by Lender with respect to the Property and secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
20. **Waiver of Statutory Rights.** Notwithstanding anything to the contrary contained herein, Borrower shall not apply for or avail itself of any appraisal, valuation, stay (other than a stay in bankruptcy), extension or exemption laws, or any so-called "Moratorium Laws" now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such

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laws. Borrower does hereby expressly waive any and all rights of redemption under any order or decree of foreclosure of this Mortgage on behalf of the Borrower, and each and every person, except decree of judgment creditors of the Borrower, acquiring any interest in or title to the Property subsequent to the date of this Mortgage.

If any provision in this Mortgage is inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101, et seq., Illinois Revised Statutes (the "Foreclosure Act"), the provision of the Foreclosure Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Foreclosure Act.

If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of the Borrower which are more limited than the rights that would otherwise be vested in Lender under the Foreclosure Act in the absence of that provision, Lender shall be vested with the rights granted in the Foreclosure Act to the full extent permitted by law.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

NEAR WEST SIDE COMMUNITY  
DEVELOPMENT CORPORATION, an  
Illinois not for profit corporation

By: Patricia R. Dowell  
Title: Executive Director

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Patricia Dowell, Exec. Director personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, as

Executive Director of Near West  
Side Community Development Corporation appeared before me this  
day in person and acknowledged that (he/she/they) signed and  
delivered the said instrument as we free and voluntary act of  
said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of  
March 2000.

Dorothy A Cammon  
Notary Public

My Commission Expires:

5-31-03

OFFICIAL SEAL

DOROTHY A CAMMON

NOTARY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES: 05/31/03

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**STREET ADDRESS:** 2332 W. JACKSON

**CITY:** CHICAGO

**COUNTY:** COOK

**60192926**

**TAX NUMBER:** 17-18-113-038-0000

**LEGAL DESCRIPTION:**

LOT 2 IN GEORGE N. HULL'S SUBDIVISION OF LOTS 6, 7, 8, 9 AND 10 IN THE SUBDIVISION OF LOT 6 AND THAT PART OF LOT 5, LYING SOUTH OF ADAMS STREET IN BLOCK 10, IN ROCKWELL'S ADDITION TO CHICAGO, A SUBDIVISION IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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