

UNOFFICIAL COPY**MORTGAGE**

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2000-03-20 15:33:49
Cook County Recorder 37.50

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THIS MORTGAGE (the "Mortgage") is made as of March 16, 2000, by and between **C & McC Builders, Inc.**, an Illinois corporation, (the "Mortgagor"), whose mailing address is 1845 W. Armitage, Chicago, IL and **Richard E. Lane** (the "Mortgagee"), whose mailing address is 2113 West Shakespeare Avenue, Chicago, Illinois 60647.

WITNESSETH:

WHEREAS, Mortgagor is justly indebted to the Mortgagee upon a certain Note ("Note") dated March 16, 2000, in the initial principal amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "Indebtedness").

WHEREAS, as an inducement to Mortgagee to extend the consideration for which the Note is given, Mortgagor has agreed to grant Mortgagee a mortgage on real property described on Exhibit "A" attached hereto and made a part hereof in order to secure Mortgagor's payment of all sums and performance of all of its obligations under the Note.

NOW, THEREFORE, to secure the timely and full payment of all sums becoming payable from time to time under the Note, and performance of all covenants and agreements contained herein and in the Note by the Mortgagor to be performed, Mortgagor does by these presents **MORTGAGE, GRANT, REMISE, RELEASE, ALIEN AND CONVEY** unto Mortgagee, and Mortgagee's successors and assigns, all of its present and hereafter-acquired estate, right, title and interest in and to the real estate located in the City of Chicago, County of Cook, and State of Illinois as more fully described on Exhibit "A" attached hereto which, with the property hereinafter described, is collectively referred to herein as the "Premises;"

TOGETHER with all improvements, tenements, reversions, remainders, easements, fixtures and appurtenances now or hereafter thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily); and all apparatus, equipment, or articles

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now or hereafter therein or thereon, which relate to the use, occupancy, and enjoyment of the Premises or are used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation (whether single units or centrally controlled), it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared (to the maximum extent permitted by law) to form part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be, for the purposes of this Mortgage, deemed to be real estate and conveyed and mortgaged hereby.

TO HAVE AND TO HOLD the Premises unto the Mortgagee and its successors and assigns, forever for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor do hereby expressly release and waive until all Indebtedness evidenced by the Note is fully discharged.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagor shall: (a) promptly repair, restore or rebuild any buildings and other improvements now or hereafter on the Premises which may become damaged or destroyed to substantially the same character as prior to such damage or destruction, without regard to the availability or adequacy of any casualty insurance proceeds or eminent domain awards; (b) keep the Premises constantly in good condition and repair, without waste and in compliance with all statutes, laws, ordinances and governmental orders, rules and regulations; (c) keep the Premises free from mechanics' liens or other liens or claims for lien not expressly subordinated to the lien hereof (collectively called "Liens"); (d) immediately pay when due any indebtedness which may be secured by a lien or charge on the Premises on a parity with or superior to the lien hereof (the only such liens permitted are listed on Exhibit B attached hereto, entitled "Prior Permitted Encumbrances") and upon request exhibit satisfactory evidence of the discharge of such lien to Mortgagee; (e) complete within a reasonable time any building(s) or other improvement(s) now or at any time in process of construction upon the Premises; (f) comply with all federal, state and local statutes, laws, rules, regulations, ordinances, orders and judgments and all covenants, easements and restrictions of record with respect to the Premises and the use thereof; (g) make no alterations in the Premises except as required by law.

2. Mortgagor shall pay all general taxes when due and before any penalty or interest attaches, and shall pay all special taxes, special assessments, water charges, sewer service charges, and all other charges against the Premises of any nature whatsoever when due, and shall, upon written request, furnish to Mortgagee duplicate receipts therefor within thirty (30) days following the date of payment. Mortgagor shall pay in full "under protest" any tax or assessment which Mortgagors may desire to contest, in the manner provided by law.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on the Premises insured against loss or damage by fire, lightning, wind storm, hail storm, and other

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casualties under policies providing for payment by the insurance companies in an amount sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby. All policies of insurance to be furnished hereunder shall be in forms, companies and amounts satisfactory to Mortgagee, and with a standard non-contributory mortgagee clause attached to all policies, including a provision requiring that the coverages evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. Mortgagor shall deliver a certificate of such insurance to Mortgagee within 3 days after the date hereof; and, in the case of insurance about to expire, Mortgagor shall deliver a certificate evidencing renewal not less than ten (10) days prior to their respective dates of expiration.

4. If, by the laws of the United States of America or of any state or subdivision thereof having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the issuance of Note, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. Mortgagor further covenants to reimburse Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any tax on the issuance of the Note.

5. In the event of the enactment, after the date hereof, of any law of the state in which the Premises are located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes, assessments, charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the Indebtedness or the holder thereof, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments or reimburse Mortgagee therefor; provided, however, that if in the opinion of counsel for Mortgagee; (a) it might be unlawful to require Mortgagor to make such payment; or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law then and in any such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the Indebtedness to be and become due and payable sixty (60) days from the giving of such notice.

6. a. Except as provided in Section 6.b. hereof, upon the sale, transfer or encumbrance of all or any part of the Premises or any interest in it, the entire unpaid balance secured by this Mortgage shall be immediately due and payable.

b. The Premises has been or will be developed as a six (6) unit ("Unit") condominium property pursuant to applicable Illinois law. Upon the closing of the initial sale of each Unit, Mortgagor shall remit to Mortgagee the sum of Twenty One Thousand and No/100 Dollars (\$21,000.00). Upon receipt of such funds and provided that Mortgagor is not in default under the terms of this Mortgage or the Note, Mortgagor shall thereupon issue a partial release of this Mortgage with respect to the Unit being sold.

7. In case of default hereunder or the Note secured hereby, and after the expiration of any applicable cure period, Mortgagee may, but need not, make any payment or perform any act herein or therein required of Mortgagor in any form and manner Mortgagee deems expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim

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thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax, assessment or other charges. All monies paid for any of the purposes herein authorized and all costs and expenses paid or incurred in connection therewith, including but not limited to attorneys' fees, and any other monies advanced by Mortgagee to protect the Premises or the lien hereof, shall be so much additional Indebtedness secured hereby, and shall become immediately due and payable with notice and with interest thereon at the rate specified in the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

8. Mortgagee, in making any payment hereby authorized: (a) relating to taxes, assessments or charges, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, charges, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purpose, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

9. Mortgagor shall pay each item of Indebtedness herein mentioned when due according to the terms hereof. At the option of the Mortgagee and with notice to Mortgagor, all unpaid Indebtedness secured by this Mortgage shall, notwithstanding anything in the Note or in this Mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for fourteen (14) days in the performance of any other covenant or agreement of the Mortgagor herein contained.

10. When the Note or any part thereof shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof. Mortgagee may foreclose the lien hereof and pursue any other rights hereunder without regard to the existence of any other security for the Mortgagor's obligations and without taking recourse against any other such security. Mortgagor may foreclose the lien hereof and pursue any other rights hereunder before, concurrently with or after pursuing any other rights and remedies that it may have under any other instrument or against any other security relating to Mortgagor's obligations. In any civil action to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the order or judgment for foreclosure and sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of said order or judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens' Certificates and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such civil action or to evidence to bidders at any sale which may be had pursuant to such order or judgment the true condition of the title to, or the value of the Premises. All reasonable expenditures and expenses of the nature in this paragraph mentioned and such expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including but not limited to the fees of any attorneys employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including probate, appellate and bankruptcy proceedings, or in preparations for the commencement or defense of any action or proceeding or threatened action or proceeding,

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shall be immediately due and payable by Mortgagor, with interest thereon at the rate specified in the Note.

11. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding Paragraph hereof; second, toward payment of all items which may under the terms hereof constitute secured Indebtedness additional to the Indebtedness evidenced by the Note, with interest thereon as herein provided; third, toward payment of all Indebtedness remaining unpaid on the Note; and fourth, any overplus to any party entitled thereto as their rights may appear.

12. Upon, or at any time after, the commencement of an action to foreclose this Mortgage, the court in which such action is commenced may, upon request of Mortgagee, appoint a receiver of the Premises either before or after foreclosure sale, without notice and without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not and the Mortgagee may be appointed as such receiver or as Mortgagee in possession. Such receiver or mortgagee in possession shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure action and, in case of a sale and a deficiency, during the full statutory period of redemption (if any), whether there be redemption or not, as well as during any further times (if any) when Mortgagor, except for the intervention of such receiver or mortgagee in possession, would be entitled to collect such rents, issues and profits, together with all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver or mortgagee in possession to apply the net income in its hands in payment in whole or in part of: (a) the indebtedness secured hereby; (b) the amounts due under any order or judgment foreclosing the lien of this Mortgage; (c) any tax, assessment charge or other lien which may be or become superior to the lien hereof or the lien of such order or judgment, provided such application is made prior to foreclosure sale; (d) the deficiency in case of a sale and deficiency.

13. Mortgagee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

14. No action for the foreclosure of the lien of this Mortgage or to enforce Mortgagee's rights or remedies under any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

15. This Mortgage and all provisions hereof shall extend to and be binding upon the original Mortgagor named on page 1 hereof, its heirs, legal representative, beneficiaries, successors and assigns, each subsequent owner of the Premises and all persons claiming under or through Mortgagors; and the word "Mortgagor" when used herein shall include all such persons and all other persons primarily and secondarily liable for the payment of the Note or any part thereof.

16. In the event one or more of the provisions contained in this Mortgage or in the Note or in any other document given at any time to secure the payment of the Note shall, for any reason,

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be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provision of this Mortgage, the Note or other document and this Mortgage, the Note or other document shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The validity and interpretation of this Mortgage and the Note it secures are to be construed in accordance with and governed by the laws of the State where the Premises are located.

17. Mortgagor represents and warrants that the proceeds of the loan evidenced by the Note and secured hereby will be used solely for the purposes specified in Illinois Compiled Statutes, Chapter 815 ICLS 205/4, and the principal obligation of the Note constitutes a "business loan" within the definition and purview of said statute, and said loan is an exempted transaction under the Truth In Lending Act, 15 USC Section 1601, et seq.

18. No portion of the proceeds evidenced by the Note shall be used to purchase any "Margin Stock", or to pay or refinance any indebtedness incurred to purchase Margin Stock, as such term is defined under applicable rules and regulations of the Board of Governors of the Federal Reserve System.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed by its duly authorized officers, parties or members as of the day and year first above written.

C & McC Builders, Inc.,
an Illinois corporation

By: *F. B. McLaughlin*
Its: President

This Instrument Prepared By:

Thomas W. Murphy
Schwartz & Freeman
Suite 1900
401 North Michigan Avenue
Chicago, Illinois 60611

After Recording Mail To:

Thomas W. Murphy
Schwartz & Freeman
Suite 1900
401 North Michigan Avenue
Chicago, Illinois 60611

Permanent Real Estate
Index Number: 14-31-216-043

Common Address of Property:
1810-12 West Armitage, Chicago, Illinois 60622

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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 Fintan MS Carthy, personally known to me to be the President of C & McC Builders, Inc., and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument in his said capacity and as his free and voluntary act and the free and voluntary act of C & McC Builders, Inc., for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Official Seal, this 16th day of March, 2000.

John E. Lovstrand
Notary Public

My Commission Expires:

August 23, 2002



Property of Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION

Lots 78 and 79 in Chicagoland Company's Subdivision of Block 31 in Sheffield's Addition to Chicago, in Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN #14-31-216-043

Property of Cook County Clerk's Office

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UNOFFICIAL COPYEXHIBIT "B"

PERMITTED EXCEPTIONS

1. The lien of taxes for the year 1999 and thereafter.
Permanent Index Number: 14-31-216-043
First Installment 1998 Taxes in the amount of \$1,584.36 is paid.
Second Installment 1998 Taxes in the amount of \$1,640.61 is paid.
2. Assignment of Leases and Rents dated October 4, 1999 and recorded as Document No. 99959134 executed by C & McC Builders, Inc., an Illinois corporation to Liberty Federal Bank.
3. Construction Loan and Security Agreement dated October 4, 1999 recorded as Document No. 99959135 between Liberty Federal Bank and C & McC Builders, Inc., an Illinois corporation in the amount of \$1,132,000.00.
4. Security Agreement - Chattel Mortgage dated October 4, 1999 recorded as Document No. 99959136 between C & McC Builders, Inc., an Illinois corporation and Liberty Federal Bank.
5. UCC between C & McC Builders, Inc. (Debtor) and Liberty Federal Bank (Secured Party).
6. UCC between C & McC Builders, Inc. (Debtor) and Liberty Federal Bank (Secured Party).
7. Ordinance recorded April 25, 1991 as Document No. 91192852 vacating the remaining portion of a public alley North of West Armitage Ave., between line of North Honore St. and West line of North Avondale Ave.
8. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
9. Mortgage dated October 4, 1999 and recorded October 12, 1999 as Document No. 99959133 executed by C & McC Builders, Inc., an Illinois corporation, and given to Liberty Federal Bank to secure a note in the amount of \$470,000.00.

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