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MORTGAGE
(ILLINOIS)

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2002-11-12 11:49:54
Cook County Recorder 42.00

This document was prepared by:
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Neal, Gerber & Eisenberg
Two North LaSalle Street
Suite 2200
Chicago, IL 60602-3801



(The Above Space for Recordors Use Only)

THIS AGREEMENT, made October 16, 2002, between Mohammed Karkukly having an address at 2107
W. Erie #1 Chicago, IL
(No. and Street) (City) (State)

herein referred to as "Mortgagor," and Abrahams Consulting Group, Inc., having an address at 1725 Lilly Court
Highland Park, Illinois 60035
(City) (State) (No. and Street)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagor has executed a Guaranty dated of even date herewith in favor of Mortgagee (the "Guaranty") to secure payment of obligations of Cyberloanofficer.com, Inc. to Mortgagee.

NOW, THEREFORE, the Mortgagor to secure the obligations under the Guaranty in accordance with the terms, provisions and limitations of this Mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, all of his estate, right, title and interest in and to the real property, situate, lying and being in the City of Chicago, COUNTY OF COOK, STATE OF ILLINOIS, legally described on Schedule A attached hereto and made a part hereof (the "Real Property"), which, with the property hereinafter described, is referred to herein as the "Premises,"

Permanent Real Estate Index Number(s): 13-34-231-009-0000

Address(es) of Real Estate: 2417 W. McLean Ave, Chicago, IL 60647

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said Real Property and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said Real Property whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the Real Property by Mortgagor or his heirs, successors or assigns shall be considered as constituting part of the Real Property.

TO HAVE AND TO HOLD the Premises unto the Mortgagee, and the Mortgagee's 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

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the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

1. The Mortgagor will duly and promptly pay any amounts due under the Guaranty, as the same become due, and will duly perform and observe all of the covenants, agreements and provisions herein or in the Guaranty provided on the part of the Mortgagor to be performed and observed.

2. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (2) keep said Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (5) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (6) make no material alterations in said Premises except as required by law or municipal ordinance.

3. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

4. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or 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 the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the 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 such event, the Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

5. If, by the laws of the United States of America or of any state having jurisdiction in the Premises, any tax is due or becomes due in respect of the execution of the Guaranty or the issuance of this Mortgage, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants to hold harmless and agrees to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax due in respect of the execution of the Guaranty.

6. All policies of insurance to be maintained and provided as required by this Section 6 shall be in forms, companies and amounts reasonably satisfactory to the Mortgagee and all policies of casualty insurance shall have attached thereto mortgagee clauses or endorsements in favor of and with loss payable to and in form satisfactory to the Mortgagee. The Mortgagor will deliver all policies, including additional and renewal policies to the Mortgagee and, in case of insurance policies about to expire, the Mortgagor will deliver renewal policies not less than ten (10) days prior to the respective date of expiration.

7. The Mortgagor will give the Mortgagee prompt notice of any damage to or destruction of the Premises, and:

(a) In the event of any insured damage to or destruction of the Premises or any part thereof (herein called an "Insured Casualty"), and if, in the reasonable judgment of the Mortgagee, the Premises can be restored to an economic unit not less valuable than the same was prior to the Insured Casualty and adequately securing Mortgagor's obligations under the Guaranty, then, if no Event of Default shall have occurred and be then continuing and no act or event shall have occurred and be continuing which, with the passage of time or the giving of notice or

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both, would constitute an Event of Default hereunder, the proceeds of insurance shall be applied to reimburse the Mortgagor for the cost to Mortgagor of restoring, repairing, replacing or rebuilding the Premises or part thereof subject to Insured Casualty, as provided for in Section 8 hereof, and the Mortgagor hereby covenants and agrees forthwith to commence and to diligently prosecute such restoring, repairing, replacing or rebuilding; provided, always, that the Mortgagor shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the proceeds of insurance.

(b) Except as provided for in Subsection (a) of this Section 7, the Mortgagee may apply the proceeds of insurance consequent upon any Insured Casualty to Mortgagor's obligations under the Guaranty in such order or manner as the Mortgagee may elect.

(c) In the event that proceeds of insurance if any, shall be made available to the Mortgagor for the restoring, repairing, replacing or rebuilding of the Premises, the Mortgagor hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with plans and specifications to be first submitted to and approved by the Mortgagee.

8. In the event the Mortgagor is entitled to reimbursement out of insurance proceeds held by the Mortgagee, such proceeds shall be disbursed from time to time upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion of the restoration, repair, replacement and rebuilding of the Premises with funds (or assurances satisfactory to the Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance to complete the proposed restoration, repair, replacement and rebuilding and with such evidence of cost and of payment as the Mortgagee may reasonably require and approve. No interest shall be allowed to Mortgagor on account of any insurance proceeds or other funds held by Mortgagee.

9. The Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. The Mortgagee may elect to apply the proceeds of the award to Mortgagor's obligations under the Guaranty, or to require the Mortgagor to restore or rebuild the Premises, in which event the proceeds shall be held by the Mortgagee and used to reimburse the Mortgagor for the cost of such rebuilding or restoration. Any surplus which may remain out of the award after payment of such costs of rebuilding or restoration shall, at the option of the Mortgagee, be applied to Mortgagor's obligations under the Guaranty or be paid to any other party entitled thereto. No interest shall be allowed to Mortgagor on account of any award held by Mortgagee.

10. It shall be an immediate Event of Default (as hereinafter defined) hereunder if, without the prior written consent of the Mortgagee, the Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lease, foreclosure, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof or interest therein, whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided that the foregoing provisions of this Section 10 shall not apply to the lien of real estate taxes not yet due and payable or other liens, pledges, mortgages, security interests and other encumbrances which are liens on the Premises as of the date hereof or which are junior or inferior to the lien of this Mortgage and which secure indebtedness of Mortgagor which is current and in good standing. The provisions of this Section 10 shall be operative with respect to, and shall be binding upon, any person who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in or encumbrance upon the Premises.

If one or more of the following events (each an "Event of Default") shall occur:

(a) the Mortgagor shall fail to pay any obligations under the Guaranty, within five (5) days from the date such payment is due; or

(b) the Mortgagor shall default in the due performance of any covenant contained in the Guaranty or in this Mortgage (other than the events described in subsection (e) below which shall constitute an immediate Event of Default) and such default shall remain unremedied for twenty (20) business days from the date notice is given by

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Mortgagee of such default, or any representation or warranty contained in the Guaranty or in this Mortgage shall be false as of the date given; or

(c) Mortgagor shall (i) become insolvent, or generally fail to pay, or admit in writing his inability to pay, his debts as they mature; (ii) apply for, consent to, or acquiesce in the appointment of a trustee, receiver, sequestrator or other custodian for Mortgagor or for any of his property, or make a general assignment for the benefit of creditors; (iii) fail to obtain the discharge or dismissal, within sixty (60) days of appointment, of any trustee, receiver or other custodian that is involuntarily appointed for Mortgagor or for a substantial part of his property; (iv) permit or suffer to exist, or consent to or acquiesce in, the commencement of any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution, winding up or liquidation proceeding, in respect of Mortgagor and, if any such case or proceeding is not commenced by Mortgagor, shall result in the entry of an order for relief or shall remain for sixty (60) days undismissed; (v) permit any warrant or attachment or similar legal process against any substantial part of the property of Mortgagor to be issued and remain for fifteen (15) days undismissed or undischarged unless a bond has been posted with respect thereto and all enforcement action has been stayed; or (vi) take any other action authorizing, or in furtherance of, any of the foregoing; or

(d) Mortgagor shall default in the payment when due, whether by acceleration or otherwise, or in the performance or observance (subject to any applicable grace period or waiver of such default) of any other material obligation, agreement or indebtedness of Mortgagor whether due and owing to Mortgagee or any third party, except only to the extent that the existence of any such default is being contested by Mortgagor in good faith and by appropriate proceedings and Mortgagor shall have appropriate reserves; or

(e) Mortgagor, without the prior written consent of Mortgagee, shall create, effect, contract for, commit to or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lease, foreclosure, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Premises other than as expressly permitted by this Mortgage;

then the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare without further notice all obligations of Mortgagor under the Guaranty to be immediately due and payable, whether or not such default be thereafter remedied by the Mortgagor, and the Mortgagee may immediately proceed to foreclose this Mortgage and/or to exercise any right, power or remedy provided by this Mortgage, the Guaranty, or by law or in equity conferred.

11. The Mortgagor hereby covenants and agrees that, to the fullest extent permitted by applicable law, it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained or to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the fullest extent legally permissible, the Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on his own behalf and on behalf of each and every person, excepting only decree or judgment creditors of the Mortgagor acquiring any interest or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by applicable law. The Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to the Mortgagee, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws have been made or enacted.

12. Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee in possession of the Premises in the absence of the actual taking of possession of the Premises by the Mortgagee.

13. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon the Mortgagor and his heirs and assigns (including, without limitation, each and every record owner

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from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of the Mortgagee and its successors and assigns.

14. The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

15. This Mortgage shall be construed as a mortgage on real property and shall also constitute and serve as a "Security Agreement" on personal property within the meaning of the Uniform Commercial Code as in effect in the jurisdiction in which the Premises is situated (the "UCC") with respect to any portion of the Premises for which the granting of security interests therein is governed by the UCC. To this end:

(a) Mortgagor has GRANTED, CONVEYED and ASSIGNED, and by these presents does GRANT, CONVEY and ASSIGN, unto Mortgagee a security interest in and to all of the Premises considered to be personal property governed by the UCC to secure the full and timely payment and performance of his obligations under the Guaranty and hereunder.

(b) Some of the items of the Premises are goods that are or are intended to become fixtures related to the Land, and as to such goods it is intended that this instrument shall be effective as a financing statement and fixture filing from the date of its filing in the real estate records of the county in which the Premises is situated. Information concerning the security interest created hereby may be obtained from Mortgagee, as the secured party, at the address stated above for Mortgagee. The mailing address of Mortgagor, as debtor, shall be the address stated above for Mortgagor.

(c) Mortgagor hereby agrees with Mortgagee that Mortgagee is authorized to file such "Financing Statements" and agrees to execute and deliver such further assurances as Mortgagee may from time to time consider necessary to create, perfect and preserve the security interest created hereby. Mortgagee may cause such statements and assurances to be recorded and filed at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest.

(d) Mortgagee shall have all of the rights, remedies and recourses with respect to the Premises covered by the security interest granted hereby which are afforded to it by the UCC, all of which shall be in addition to, and not in lieu or limitation of, the other rights, remedies and recourses afforded by this Mortgage and the Guaranty, and the Mortgagee may dispose of such property in accordance with the foreclosure procedures hereof regarding the foreclosure of the lien of this Mortgage on real property in lieu of proceeding under the UCC. If Mortgagee should dispose of any of the Premises pursuant to the UCC, ten (10) days' written notice to Mortgagor shall be deemed to be reasonable notice.

16. For One dollar in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, absolutely unto Mortgagee all of Mortgagor's right, title and interest in, to, under and with respect to all leases and rents with respect to the Premises, whether now existing or hereafter arising, TO HAVE AND TO HOLD the same unto Mortgagee, its successors and assigns, forever, and Mortgagor does hereby bind himself, his heirs and assigns to warrant and forever defend the title to the leases and rents unto Mortgagee against every person whomsoever lawfully claiming or to claim the same or any part thereof. To this end, Mortgagor and Mortgagee hereby agree as follows:

(a) So long as no Event of Default exists hereunder, Mortgagor shall have the right under a limited license, and Mortgagee hereby grants to Mortgagor a limited license (the "License"), to exercise and enjoy all incidents of ownership of the leases and the rents, including specifically but without limitation the right to collect, demand, sue for, attach, levy, recover and receive the rents, and to give proper receipts, releases and acquittances therefor. Mortgagor agrees to receive all rents and hold the same as a trust fund to be applied, and to apply the rent so collected, to the payment of all obligations of Mortgagor hereunder and under the Guaranty which are then currently due. Thereafter, Mortgagor may use the balance of the rent collected in any manner not inconsistent with the provisions of this Mortgage and the Guaranty.

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(b) Upon the occurrence of any Event of Default, the License shall automatically and immediately terminate without any further action being required of Mortgagee and upon Mortgagee's request Mortgagor shall deliver all security deposits and records with respect to the leases and rents to Mortgagee. After termination of the License, Mortgagee shall have the exclusive right, power and authority, without the necessity of any further action (but Mortgagee shall have no obligation with respect thereto), to collect, demand, sue for, attach, levy, recover and receive any rent, to give proper receipts, releases and acquittances therefor and, after deducting the expenses of collection, to apply the net proceeds thereof as a credit upon any portion of Mortgagor's obligation under Guaranty, notwithstanding that such portion selected may not then be due and payable or that such portion is otherwise adequately secured and regardless of whether a foreclosure sale of the remainder of the Premises has occurred under this Mortgage, or whether Mortgagee has taken possession of the remainder of the Premises or attempted to do any of the same. Mortgagor hereby authorizes and directs any lessee of the Premises to deliver any such payment to, and otherwise attorn all other obligations under the leases directly to, Mortgagee. Mortgagor hereby ratifies and confirms all that Mortgagee shall do or cause to be done by virtue of this assignment of leases and rents. No lessee shall be required to inquire into the authority of Mortgagee to collect any rent, and any lessee's obligation to Mortgagor shall be absolutely discharged to the extent of its payment to Mortgagee.

(c) Neither the acceptance by Mortgagee of this assignment of leases and rents nor the granting of any other right, power, privilege or authority in this Section or elsewhere in this Mortgage, nor the exercise of any of the aforesaid, shall (i) prior to the actual taking of physical possession and operational control of the Premises by Mortgagee, be deemed to constitute Mortgagee as a mortgagee in possession, or (ii) at any time, obligate Mortgagee to appear in or defend any action or proceeding relating to the leases, rents or the remainder of the Premises, to take any action hereunder, to expend any money or incur any expenses or perform or discharge any obligation, duty or liability with respect to any lease, to assume any obligation or responsibility for any deposits which are not physically delivered to Mortgagee, or for any injury or damage to person or property sustained in or about the Premises.

(d) The fee and leasehold estates to the Premises shall not merge, notwithstanding the union of such estates either in Mortgagee, Mortgagor, any lessee or any third party, by purchase or otherwise.

(e) Mortgagee shall not be obligated to perform or discharge nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the leases or under or by reason of this Mortgage, and Mortgagor shall and does hereby agree to indemnify, defend and hold harmless Mortgagee from and against any and all liability, loss or damage which it may incur under any of the leases or by reason of this Mortgage and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the leases. Should Mortgagee incur any such liability, loss or damage under any of the leases or under or by reason of this Mortgage or in the defense of any such claims or demands, the amount thereof, including any and all costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand, together with interest thereon from the date of demand therefor until reimbursed by Mortgagor.

(f) Mortgagor hereby appoints Mortgagee his attorney-in-fact, with full powers of substitution, empowering Mortgagee to subordinate any of the leases to the liens created hereby. This power of attorney is coupled with an interest and shall be irrevocable.

(g) The release of this Mortgage after the payment of the Mortgagor's obligations under the Guaranty shall constitute a reassignment of the leases and rents to Mortgagor and Mortgagee shall return any leases and, to the extent not necessary for the payment of Mortgagor's obligations under the Guaranty, any rents, to the extent in Mortgagee's possession at that time.

17. The terms and conditions of the Guaranty, this Mortgage and all other documents evidencing, securing or pertaining thereto be governed by and construed in accordance with the laws of the State of Illinois.

18. In case of an Event of Default, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed 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

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settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged Premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor.

19. The Mortgagee making any payment hereby authorized relating to taxes or assessments, 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, sale, forfeiture, tax lien or title or claim thereof.

20. If Mortgagor shall fail to pay when due any of his obligations under the Guaranty, or if there shall be an Event of Default hereunder, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all 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 the decree) of procuring all such abstracts of title, title searches, and examinations, life insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate now permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the Premises or the security hereof.

21. 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, all other items which under the terms hereof constitute secured indebtedness additional to that outstanding under the Guaranty, with interest thereon as herein provided; third, all of Mortgagor's obligations outstanding under the Guaranty; fourth, any overplus to Mortgagor, his heirs, legal representatives or assigns, as their rights may appear.

22. Upon or any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint receiver of said Premises. Such appointment may be made either before or after the sale, without notice, 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. Such receiver shall have power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and 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 to apply the net income in his hands in payment in whole or in part of: (1) The obligations secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

23. No action for the enforcement of the lien or of 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 Guaranty hereby secured.

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

25. The Mortgagor shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the Premises or insurance premiums. No such deposit shall bear any interest.

26. If the payment of said Mortgagor's obligations under the Guaranty or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

27. Mortgagee shall release this Mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

28. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Guaranty of this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Guaranty secured hereby.

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Witness the hand of Mortgagor the day and year first above written.

Mohammed Karkukly

State of Illinois, County of COOK ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mohammed Karkukly 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 he signed, sealed and delivered the said instrument as his free and voluntary act, 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 OCT, 2002.

Commission expires 7/3/05
Divine Joy Tanis
NOTARY PUBLIC

MAIL TO:

Neal, Gerber & Eisenberg
Attention: Leah A. Schleicher, Esq.
Two North LaSalle Street
Suite 2200
Chicago, Illinois 60602-3801



Or: Recorder's Office Box No. __

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SCHEDULE A

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LOT 24 IN POWELL'S SUBDIVISION OF LOT 8 IN THE CIRCUIT COURT PARTITION OF POWELL'S ESTATE, BEING PART OF THE NORTHEAST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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