

UNOFFICIAL COPY

03080944

MORTGAGE

00-53413-01

THIS INDENTURE, made this 16th day of July, 1993 between Leslie Moy (herein referred as "Mortgagor") and the NEW ASIA BANK, its successors and/or assigns, an Illinois corporation, having its main office at 222 West Cermak Road, Chicago, Illinois 60616 (herein referred to as "Mortgagee") witnesseth:

45  
25

WHEREAS, Mortgagor executed A note of an even date herewith (the "Note"), whereby Borrower is indebted to Mortgagee in the principal sum of Two Hundred Thousand and no/100. (\$200,000.00) Dollars. The terms of said Note are incorporated by reference herein.

NOW, THEREFORE, to secure the payment of the indebtedness evidenced by the Note and the payment of all other sums advanced in accordance with the terms of this Mortgage, as well as any and all renewals, modifications or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon. Mortgagor does hereby grant, mortgage and convey upon the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and the State of Illinois.

BLOCK 11 IN SOUTH BRANCH ADDITION TO CHICAGO IN THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT PART OF SAID BLOCK TAKEN FOR WIDENING ARCHER AVENUE; EXCEPT LOTS 6 TO 9, INCLUSIVE, IN SAID BLOCK 11; AND ALSO EXCEPT THAT PART OF LOT 5 IN SAID BLOCK 11, THAT PART OF LOTS 8 TO 13, INCLUSIVE, AND THAT PART OF THE VACATED ALLEY LYING SOUTHERLY OF AND ADJOINING TO SAID LOT 5 WHICH LIES SOUTHWESTERLY OF A STRAIGHT LINE THAT EXTENDED FROM A POINT ON THE SOUTH LINE OF SAID LOT 8, WHICH POINT IS 186 FEET WEST OF THE WEST LINE OF SOUTH WALLACE STREET; THENCE TO A POINT IN SAID LOT 5 WHICH POINT IS ON THE SOUTHERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED, AND IS 228 FEET SOUTHWESTERLY OF THE INTERSECTION OF THE WESTERLY LINE OF SOUTH WALLACE STREET AND THE SOUTHERLY LINE OF SOUTH ARCHER AVENUE, AS WIDENED, IN H. L. STEWART'S RESUBDIVISION OF LOTS 11 TO 15, INCLUSIVE, IN SAID BLOCK 11, AND ALSO EXCEPTING THEREFROM THAT PART OF SAID BLOCK 11 DESCRIBED AS FOLLOWS: THAT PART OF BLOCK 11 IN SOUTH BRANCH ADDITION TO CHICAGO IN THE NORTH WEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF SAID BLOCK 11, SAID POINT BEING ALSO THE INTERSECTION OF THE NORTH LINE OF W. 24TH PLACE WITH THE WESTERLY LINE OF S. WALLACE STREET; THENCE NORTH 90 DEGREES, 00 MINUTES. 00 SECTIONS WEST ALONG SAID NORTH LINE OF W. 24TH PLACE FOR A DISTANCE OF 186.0 FEET TO A POINT; THENCE NORTH 54 DEGREES, 09 MINUTES, 42 SECONDS WEST ALONG A LINE WHICH INTERSECTS THE SOUTHERLY LINE OF S. ARCHER AVENUE, AS WIDENED, AT A POINT WHICH IS 228.0 FEET SOUTHWESTERLY OF THE INTERSECTION OF THE WESTERLY LINE OF S. WALLACE STREET AND THE

03080944

7329077 DE

1#3) DE/ME

UNOFFICIAL COPY

Property of Cook County Clerk's Office

44608080

1990 DEC 30 PM 1:35

COOK COUNTY CLERK'S OFFICE  
111 N. WASHINGTON ST. CHICAGO, IL 60602

# UNOFFICIAL COPY

SOUTHERLY LINE OF S ARCHER AVENUE AS WIDENED, FOR A DISTANCE OF 57.89 FEET TO A POINT; SAID POINT BEING THE PLACE OF BEGINNING FOR THE TRACT HEREINAFTER DESCRIBED; THENCE NORTH 35 DEGREES, 50 MINUTES, 18 SECONDS EAST 20.07 FEET; THENCE NORTH 31 DEGREES, 44 MINUTES, 50 SECONDS WEST, 1.13 FEET; THENCE NORTH 58 DEGREES, 15 MINUTES, 10 SECONDS EAST 81.39 FEET; THENCE NORTH 31 DEGREES, 44 MINUTES, 50 SECONDS WEST, 95.34 FEET TO A POINT ON THE SOUTHERLY LINE OF S. ARCHER AVENUE, AS WIDENED; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE, WHICH IS A CURVE, CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 2,050.0 FEET FOR AN ARC DISTANCE OF 147.86 FEET; THENCE SOUTH 54 DEGREES, 09 MINUTES, 42 SECONDS EAST 124.49 FEET TO THE PLACE OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX #: 17-28-112-002  
Commonly known as: 2401 S. Archer Ave.  
Chicago, IL 60616

which the property hereinafter described, is referred to herein as the "Premises." Any such renewal, modification or extension of the whole or any part of the indebtedness hereby secured or any change in the terms or the rate of interest charged thereon, shall not impair in any manner the validity or priority of this Mortgage and shall not release the Mortgagor from personal liability for the indebtedness hereby secured.

TOGETHER with all improvements thereon and which may hereafter be erected or placed thereon, and all appurtenances, rights, royalties, mineral, oil and gas rights, and easements thereunto belonging and the rents, issues and profits thereof, which are hereby expressly conveyed and assigned to the Mortgagee as additional security and as an equal and primary fund with the property herein conveyed for the repayment of the moneys secured by this Mortgage, and any and all appurtenances, fixtures and equipment in or that may at any time be placed in any building now or hereafter standing on said Premises.

It is mutually covenanted and agreed, by and between the parties hereto that, in addition to all other things which at law or by convention are regarded as fixtures, and specifically but not by way of limitation all shades and awnings, screens and carpets, shrubbery, gas and electric fixtures, radiator, heater, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water-closets, basins pipes, faucets and other plumbing and heating fixtures, mirrors, mantels, refrigeration plants, iceboxes, electric refrigerators, air conditioning apparatus, cooking apparatus and appurtenance, and such other goods and chattels as may ever be furnished by a landlord in letting and operating an unfurnished building, similar to any building now or hereafter standing on said premises, whether or not the same are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or any other manner whatsoever, which are now or hereafter to be used upon said described premises shall be

# UNOFFICIAL COPY

conclusively deemed to be "fixtures" and an accession to the freehold and a part of the realty, whether affixed or annexed or not, and conveyed by this Mortgage; and all the estate, right, title or interest of the said Mortgagor in and to said Premises, property, improvement, furniture, apparatus, furnishings and fixtures, are hereby expressly conveyed, assigned and pledged; and as to any of the property aforesaid, which does not so form a part and parcel of the Real Estate or does not constitute a "fixture" as such term is defined in the Uniform Commercial Code. This Mortgage is also deemed to be a Security Agreement under the Uniform Commercial Code for the purpose of creating hereby a security interest in such property, which Mortgagor as Debtor hereby grants to the Mortgagee as Secured Party (as such terms are defined in the Uniform Commercial Code).

TO HAVE AND TO HOLD the above described Premises with the appurtenances and fixtures thereto appertaining or belonging unto the Mortgagee, its successors and assigns, forever, for the purpose herein set forth and for the security of the said note hereinbefore described, and interest thereon and free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

In addition, the Mortgagor covenants with the Mortgagee as follows:

1. Mortgagor shall promptly pay when due without setoff, recoupment, or deduction, the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note.

2. All payments received by Mortgagee under the Note and Paragraph one(1) hereof shall be applied by Mortgagee first in payment of interest payable on the Note, then to any late charge that is due, and then to the principal of the Note, including any amounts considered as added thereto under the terms hereof.

3. 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 hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the Premises superior to the lien hereof and exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process or 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.

# UNOFFICIAL COPY

4. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installment for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimates thereof.

The Funds shall be held in an institution the deposit or accounts of which are insured or guaranteed by a Federal or State agency. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, and such interest, if any, shall insure to the benefit of Lender. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debits to the funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessment, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installment of funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph eighteen (18) hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sum secured by this Mortgage.



# UNOFFICIAL COPY

5. Mortgagor shall keep all buildings and improvements now or hereafter situated on said Premises insured against loss or damage by fire, lightning and such other risks and hazards as are insurable under the present and future forms of all-risk insurance policies, providing for payment by the insurance companies of moneys sufficient to pay the greater of either the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgagee clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies not less than ten (10) days prior to the respective days of expiration. All policies of insurance shall contain a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. If the policies of insurance referenced herein contain a co-insurance clause or provision, Mortgagor agrees to maintain insurance coverage which is at all times in compliance with said clause or provision.

Mortgagor shall furnish Mortgagee with evidence satisfactory to Mortgagee that flood insurance is in effect in the event that Mortgagor has failed previously to demonstrate to Mortgagee that the Premises is not located in an area designated by the secretary of Housing and Urban development as having special flood hazards. Flood insurance is not required for this property.

6A. In case of loss by fire or other casualty, the Mortgagee (or after entry of decree of foreclosure, purchaser as the sale, or the decree creditor, as the case may be) is hereby authorized either (i) to settle and adjust any claim under such insurance policies without consent of Mortgagor, or (ii) to allow Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case Mortgagee is authorized to collect and receipt for any such insurance money. If (i) Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage, and (ii) such damage or destruction does not result in cancellation or termination of such lease, and (iii) the insurers do not deny liability as the insured, such proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall, subject to the provisions of subparagraph B and C hereof, be used to reimburse Mortgagor for the cost of rebuilding or restoration of buildings and improvements on the Premises. In the event Mortgagee elects to apply said insurance proceeds in reduction of the indebtedness secured hereby, all expenses and fees of collection shall first be deducted and paid to Mortgagee, and it is further covenanted and agreed that should the net insurance proceeds be insufficient to pay the then existing indebtedness secured hereby, together with all accrued interest thereon, fees and charges, Mortgagee may, at

03080944

# UNOFFICIAL COPY

it sole election, declare the entire unpaid balance of the debt secured hereby to be immediately due and payable, and the failure of the payment thereof shall be a default hereunder.

B. In the event Mortgagee elects to permit such insurance proceeds to be applied to pay for the cost of rebuilding or restoration of the buildings and improvements on the Premises, such funds will be made available for disbursement by Mortgagee; provided, however, that (i) should any insurance company have, in the opinion of Mortgagee, a defense against Mortgagor (but not against Mortgagee) to any claim for payment due to damage or destruction of the Premises or any part thereof by reason of fire or other casualty, submitted by Mortgagee or any party on behalf of Mortgagee, or should such company raise any defense against Mortgagee (but not against Mortgagor) to such payment, or (ii) should the net proceeds of such insurance collected by Mortgagee together with any funds deposited by Mortgagor with Mortgagee be less than the estimated costs of the requisite work as determined by Mortgagee, which estimate shall include a reasonable contingency, then in either case Mortgagee may, at its option, whether or not Mortgagee has received funds from any insurance settlements, declare the unpaid balance of the debt secured hereby to be immediately due and payable, and Mortgagee may then treat the same as in the case of any other default hereunder. In the event such proceeds are applied toward restoration or rebuilding, the building or improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. Such proceeds shall be made available, from time to time, upon the Mortgagee being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments, including insurance against mechanic's lien and/or a performance bond or bonds in form satisfactory to Mortgagee which shall be the sole or a dual obligee, and which bond shall be written with such surety company or companies as may be satisfactory to Mortgagee. All plans and specifications for such rebuilding or restoration shall be presented to and approved by Mortgagee prior to the commencement of any such repair or rebuilding. Disbursement of such insurance proceeds shall not exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of the Mortgagee shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

C. In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policies, if not applied as aforesaid in rebuilding or restoring the building or improvements, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be said to the owner of

# UNOFFICIAL COPY

the equity of redemption if he shall then be entitled to the same, or as the court may direct. In case of the foreclosure of this Mortgage, the court in its judgment may provide that the Mortgagee's clause attached to each of said insurance policies may be canceled and that the judgment creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said judgment creditor. In the event of foreclosure sale, mortgagee is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing on any insurance policy; to rebuild, repair or replace any damaged or destroyed portion of the Premises or any improvements thereon; or to perform any act hereunder.

7. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or any claim for damages for all or any part of the Premises taken or damaged under the power of eminent domain or by condemnation. The Mortgagor hereby empowers Mortgagee, in the Mortgagee's sole discretion, to settle, compromise and adjust any and all claim or rights arising under any condemnation or eminent domain proceeding relating to the Premises or any portion thereof. Nothing contained in this Mortgage shall create any responsibility or obligation on the Mortgagee to collect any amount owing due to any condemnation or eminent domain proceeding or to rebuild, repair or replace any portion of the Premises or any improvements thereon or to perform any act hereunder. Mortgagee may elect to apply the proceeds of the award upon or in reduction of the indebtedness secured hereby, whether due or not, or to require Mortgagor to restore or rebuild, in which event the proceeds shall be held by Mortgagee and used to reimburse Mortgagor is not then in default under this Mortgage. In the event Mortgagor is required or authorized by Mortgagee's election as aforesaid, to restore or rebuild the proceeds of the award shall be paid out in the same manner as is provided for the payment of insurance proceeds toward the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Mortgagor shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of said award after payment of such costs of rebuilding or restoration shall, at the option of Mortgagee, be applied on account of the indebtedness secured hereby or be paid to any other party entitled thereto.

8. In the event that the Mortgagor fails to make any payment or perform any act required hereunder, the Mortgagee may without notice, but need not, make said payment or perform any act in any form and manner deemed expedient, and may, but need not,



# UNOFFICIAL COPY

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 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 attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged Premises and the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate payable on the principal outstanding under the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of Mortgagor.

9. 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.

10. At the option of Mortgagee, and without 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 under the terms of the Note, (b) immediately in the event Mortgagor shall, without the prior written consent of Mortgagee, sell, transfer, convey, encumber, or assign the title to all or any portion of the Premises, or the rents, issues, or profits therefrom, including, but not limited to, a transfer of all or any portion of the Premises to an Illinois Land Trust, whether by operation of law, voluntarily or otherwise, or shall contract to do any of the foregoing, or shall grant an option to enter into a contract to do any of the foregoing, or in the event; (c) immediately in the event any proceeding by or against the Mortgagor under any bankruptcy or insolvency statute or by law shall have been instituted; (d) immediately in the event of any levy or lien including, but not limited to, levies or liens arising from failure to pay any federal tax being filed against the Mortgagor or the Premises; (e) immediately when default shall occur in the performance of any other agreement of the Mortgagor herein contained.

11. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien thereof. 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 relating

# UNOFFICIAL COPY

thereto including but not limited to attorneys' fees, appraisers' fees, broker's commissions, advertising expenses, outlays for documentary and expert evidence, stenographer's 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, guarantee 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 rate payable on outstanding principal under the Note, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; (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) preparation for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

12. 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, but not limited to, all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof, constitute secured indebtedness in addition to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest, remaining unpaid on the Note; fourth, any surplus to Mortgagor, its successors or assigns, as their rights may appear.

13. Upon, or at any time after the filing of a suit to foreclose this Mortgage, the court in which such suit is filed may appoint a receiver of said Premises. Such appointment may be made 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 during the pendency of such foreclosure suit, and the Mortgagee hereunder may be appointed as such receiver. 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 indebtedness secured hereby, or 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.

# UNOFFICIAL COPY

14. 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 the same in an action at law upon the Note hereby secured.

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

16. Mortgagee has no duty to examine the title, location, existence, or condition of the Premises, nor shall Mortgagee be obligated to record this Mortgage, or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Mortgagee, and it may require indemnities satisfactory to it before exercising any power herein given.

17. Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid.

18. 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 hereof, whether or not such persons shall have executed the Note or this Mortgage. Mortgage may assign all or any portion of its rights and interests under this Mortgage without the consent of Mortgagor.

19. This Mortgage shall be governed by an interpreted according to the laws of the state of Illinois. In the event any provision of the Mortgage, or the Note, conflict with said law, such conflict shall not affect any other provision of the Mortgage, or the Note which can be given effect without reference to the conflict. In this regard, the provisions of the Mortgage and the Note shall be deemed severable.

20. Mortgagor hereby waives any and all rights of redemption from sale under any order of the decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the Premises subsequent to the date of this Mortgage.

21. Any notice, demand, request or other communication desired to be given or required pursuant to the terms hereof shall be in writing and shall be deemed given when personally served or on the second (2nd) day following deposit of the same in the United States Mail via registered or certified mail, return receipt

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

requested, postage prepaid, addressed to the Mortgagor at the address set forth below or to the Mortgagee at the Bank's main office set forth above or to such other address as either the Mortgagor or the Mortgagee notifies the other party in writing.

22. The rights and remedies of Mortgagee under this Mortgage are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Mortgagee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

23. Any action, suit or proceeding brought by Mortgagee pursuant to this Mortgage or the Note secured hereby and any claim made by Mortgagee under this Mortgage or the Note secured hereby, any be compromised, withdrawn or otherwise settled by Mortgagee without notice to Mortgagor, except as otherwise provided in this Mortgage.

24. This Mortgage shall not be amended, modified or changed not shall any waiver of any provision hereof be effective as against Mortgagee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

25. Mortgagor, at its expense, will execute, acknowledge and deliver such instruments and take such actions as Mortgagee from time to time may reasonably request to carry out the intent and purpose of this Mortgage.

26. A. Mortgagor represents and warrants that: (i) mortgagor has not used currently classified Hazardous Materials (as defined hereinafter) on, from or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations, or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, and that, to the best of mortgagor's knowledge, no prior owner of the Premises or any tenant, subtenant, occupant, prior tenant, prior subtenant or prior occupant has used Hazardous Materials on, from or affecting the Premises in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of Mortgagor's knowledge, there have been no actions commenced or threatened by any party for noncompliance. For purposes of this Mortgage, "Hazardous Material" include, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in any federal, state or local governmental; law, ordinance, rule, or regulation.

03080944



# UNOFFICIAL COPY

B. Mortgagor shall keep or cause the Premises to be kept free of Hazardous Material, and, without limiting the foregoing, Mortgagor shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable federal, state, and local laws and regulations, nor shall Mortgagor cause or permit, as a result of any intentional or unintentional act or omission on the part of Mortgagor or any tenant, subtenant or occupant, a release of Hazardous Materials onto the Premises or onto any other property.

C. Mortgagor shall: (i) conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Premises in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations and policies, to the reasonable satisfaction of Mortgagee, and in accordance with the orders and directives of all federal, state and local governmental authorities, and (ii) defend, indemnify and hold harmless mortgagee, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (a) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (c) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Material and/or (d) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of Mortgagee, which are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

If the Mortgagor is a corporation, Mortgagor represents and warrants to Mortgagee that the execution and delivery of this Mortgage has been duly authorized by resolutions heretofore adopted by its Board of Directors and shareholders in accordance with law and its bylaws, that said resolutions have not been amended nor rescinded, are in full force and effect, that the officers executing and delivering this Mortgage for and on behalf of Mortgagor, are duly authorized so to act. Mortgagee is expressly relying upon the aforesaid representations and warranties.



UNOFFICIAL COPY

Property of Cook County Clerk's Office

OFFICIAL SEAL  
JAMES LADINO  
CLERK OF COURT  
Cook County, Illinois

000000000000