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MORTGAGE

THIS MORTGAGE is made this 2nd day of December, 1994, by LOUIS A. AGUILAR, JR., a resident of Illinois ("L.A. Aguilar") and LIGIA M. AGUILAR, his wife, a resident of Illinois ("L.M. Aguilar") (L.A. Aguilar and L.M. Aguilar are hereinafter jointly referred to as the "Mortgagors" and are hereinafter individually referred to as a "Mortgagor"), Mortgagors' principal residence being 406 Lauder Lane, Inverness, Illinois 60067 in favor of COURTESY CARIBBEAN, an Illinois general partnership whose general partners are Walter Kreiseder, Gerald J. Sommers and Wally Mohammad, having its principal office at 800 Corporate Grove Drive, Buffalo Grove, Illinois 60089 (hereinafter referred to as the "Mortgagee").

WITNESSETH, that to secure the payment of an indebtedness in the principal amount of THREE HUNDRED THOUSAND ONE HUNDRED SEVENTY-FOUR AND 54/100 (\$300,174.54) DOLLARS in lawful money of the United States, to be paid with interest thereon according to a certain Promissory Note made by Mortgagors, jointly and severally (the "Note") and any amendments, modifications, renewals or replacements thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagors, jointly and severally hereby mortgage, convey, transfer and grant a security interest in the Mortgaged Premises (as defined herein) to the Mortgagee.

And the Mortgagors, jointly and severally, covenant, represent and warrant with the Mortgagee as follows:

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DEFINED TERMS

1.1 Definitions. Whenever used in this Mortgage, the following terms shall have the following respective meanings unless the context shall clearly indicate otherwise:

A. "Default Rate" shall mean the rate of fifteen (15%) percent per annum and shall be charged on any amount payable herein unless promptly paid and shall constitute additional indebtedness secured by this Mortgage and shall be immediately due and payable.

B. "Event of Default" shall mean those occurrences described in paragraph 14.1 hereof.

C. "Fixtures" shall mean all materials, supplies, equipment, apparatus and other items now or hereafter attached to, installed in or used in connection with, temporarily or permanently, the Mortgaged Premises, including but not limited to any and all partitions, window screens and shades, drapes, rugs and other floor coverings, motors, engines, boilers, furnaces, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, plumbing, laundry, incinerating, air conditioning and air cooling equipment and systems, gas and electric machinery,

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appurtenances and equipment, disposals, dishwashers, refrigerators and ranges, freezers, storm shutters and awnings, whether detached or detachable, and recreational equipment and facilities of all kinds.

D. "Full Insurable Value" shall mean replacement cost, exclusive of costs of excavation, foundations and footings below the lowest basement floor.

E. "Impositions" shall mean all real estate and personal property taxes, water, gas, sewer, electricity and other utility rates and charges, charges for any easement, license or agreement maintained for the benefit of the Mortgaged Premises and all other liens with respect thereto, of any kind and nature whatsoever, which at any time prior to or after the execution hereof may be assessed, levied or imposed upon the Mortgaged Premises or the rents, issues and profits or the ownership, use, occupancy or enjoyment thereof.

F. "Loan Documents" shall mean those documents and instruments as so defined in the Note.

G. "Mortgaged Premises" shall mean the Property, all of the Mortgagors' present or future estates in the Property, together with any buildings and improvements located thereon, rights of way, privileges, rights, easements and mineral rights appertaining thereto, all tenements, hereditaments and appurtenances thereto, the Personalty and all rents, issues and profits of the foregoing.

H. "Personalty" shall mean all of the right, title and interest of, in and to all Fixtures together with any and all accessions, replacements, substitutions and additions thereto or therefor and the proceeds thereof.

I. "Prohibited Transfer" shall mean a transfer as defined in paragraph 9.1 hereof.

J. "Property" shall mean that real property located in Cook County, Illinois and legally described on Exhibit "A" which is attached hereto and made a part hereof.

2.1 Payment of Indebtedness. This Mortgage shall secure the payment of the indebtedness as provided in the Note and the performance and compliance with all obligations set forth in the Loan Documents.

3.1 Representations as to the Mortgaged Premises. Mortgagors, jointly and severally represent and warrant that:

A. Mortgagors are the holders of the fee simple title to the Mortgaged Premises free and clear of all liens and encumbrances except as set forth herein;

B. Mortgagors have full legal power, right and authority to mortgage and convey the Mortgaged Premises; and

C. this Mortgage creates a valid first lien on the Mortgaged Premises.

4.1 Impositions. The Mortgagors shall, subject to the provisions of this Mortgage, pay all Impositions when due, and upon default thereof the Mortgagee may, at its option, pay the same. Any sums paid by Mortgagee on account of Impositions shall bear interest at the Default Rate.

5.1 Maintenance of Mortgaged Premises; Changes and Alterations

A. The Mortgagors shall maintain or cause to be maintained the Mortgaged Premises in good repair, working order and condition and make or cause to be made, when necessary, all repairs, renewals and replacements, structural, non-structural, exterior, interior, ordinary and extraordinary. The Mortgagors shall refrain from and shall not permit the commission of waste in or about the Mortgaged Premises and shall not remove, demolish, alter, change or add to the structural character of any improvement at any time erected on the Mortgaged Premises without the prior written consent of the Mortgagee, except as hereinafter otherwise provided.

B. The Mortgagors, or either of them, may, in their discretion and without the prior written consent of the Mortgagee, from time to time, make or cause to be made reasonable changes, alterations or additions, structural or otherwise, in or to the Mortgaged Premises, which do not adversely affect any portion of the Mortgaged Premises.

C. The Mortgagors, or either of them, may, in their discretion and without the prior written consent of the Mortgagee, any time and from time to time, remove and dispose of any Personalty, now or hereafter constituting part of the Mortgaged Premises, which becomes inefficient, obsolete, worn out, unfit for use or no longer useful in the operation of the Mortgaged Premises or the business conducted thereon, if any, provided the Mortgagors promptly replaces such Personalty with title thereto subject only to the provisions hereof.

5.2 Hazardous Waste. Mortgagors, jointly and severally, represent and warrant to the Mortgagee that: (a) Mortgagors have not used Hazardous Materials (as defined below), on, from or affecting the Mortgaged 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 no prior owner of the Mortgaged Premises or

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any existing or prior tenant, or occupant has used Hazardous Materials on, from, or affecting the Mortgaged Premises in any manner which violates federal, state or local law, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials; (b) Mortgagors have never actually or constructively received any notice of any violations (and neither are aware of any existing violations) of 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 at the Mortgaged Premises and there have been no actions commenced or threatened by any party for noncompliance which affects the Mortgaged Premises; (c) Mortgagors shall keep or cause the Mortgaged Premises to be kept free of Hazardous Materials except to the extent such Hazardous Materials are stored and/or used in compliance with all applicable federal, state and local laws and regulation; and, without limiting the foregoing, Mortgagors shall not cause or permit the Mortgaged 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 Mortgagors cause, suffer or permit, as a result of any intentional or unintentional act or omission on the part of any Mortgagor or any tenant, subtenant or occupant, a release, spill, leak or emission of Hazardous Materials onto the Mortgaged Premises or onto any other contiguous property; (d) Mortgagors have conducted and completed all investigations, including a comprehensive environmental audit, 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 Mortgaged Premises as required by all applicable federal, state and local laws, ordinances, rules, regulations and policies, to the satisfaction of the Mortgagor and in accordance with the orders and directives of all federal, state and local governmental authorities.

Subject to the limitations set forth below, Mortgagors, jointly and severally, shall defend, indemnify and hold harmless the Mortgagee, its employees, agents, officers and directors from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses including, without limitation, attorneys' and consultants' fees, investigations and laboratory fees, court costs and litigation expenses, 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 Mortgaged Premises or the soil, water, vegetation, buildings, personal property, persons or animals; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on the Mortgaged Premises; (c) any lawsuit brought or threatened,

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settlement reached or government order relating to such Hazardous Materials with respect to the Mortgaged Premises; and/or (d) any violation of laws, orders, regulations, or requirements of the Mortgagee which are based upon or in any way related to such Hazardous Materials used in the Mortgaged Premises. The indemnity obligations under this paragraph are specifically limited as follows:

(i) Mortgagors shall have no indemnity obligation with respect to Hazardous Materials that are first introduced to the Mortgaged Premises or any part of the Mortgaged Premises subsequent to the date that the Mortgagors' interest in and possession of the Mortgaged Premises shall have fully terminated by foreclosure of this Mortgage or acceptance of a deed-in-lieu of foreclosure;

(ii) Mortgagors shall have no indemnity obligation with respect to any Hazardous Materials introduced to the Mortgaged Premises by the Mortgagee, its successors or assigns.

The Mortgagors, jointly and severally, agree that in the event this Mortgage is foreclosed or the Mortgagors tender a deed-in-lieu of foreclosure, the Mortgagors shall deliver the Mortgaged Premises to the Mortgagee free of any and all Hazardous Materials which are then required to be removed (whether over time or immediately) pursuant to applicable federal, state and local laws, ordinances, rules or regulations affecting the Mortgaged Premises.

For purposes of this Mortgage, "Hazardous Materials", includes, without limitation, any flammable substances, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended, (49 U.S.C. Sections 1801 et. seq.), the Resource Conservation and Recovery Act, as amended, (42 U.S.C. Section 6901, et. seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local governmental law, ordinance, rule or regulation now or hereafter in effect.

The provisions of this paragraph shall be in addition to any and all obligations and liabilities the Mortgagors may have to the Mortgagee under any debt, Loan Document and in common law and shall survive (a) the repayment of all sums due for the indebtedness secured hereby; (b) the satisfaction of all of the other obligations of the Mortgagors in this Mortgage and under any Loan Document; (c) the discharge of this Mortgage; and (d) the foreclosure of this Mortgage or acceptance of a deed-in-lieu of foreclosure. This indemnity is personal to Mortgagee and shall not be construed as creating any third party beneficiary status in any transferee of Mortgagee.

6.1 Insurance.

A. The Mortgagors shall maintain the following insurance coverage with respect to the Mortgaged Premises:

(i) Insurance against loss of or damage to the Mortgaged Premises by fire and such other risks, including but not limited to, endorsements covering vandalism and malicious mischief, sprinkler, war risk, plate glass and other risks insured against under extended coverage policies with all risk and difference in conditions endorsements, in each case in amounts at all times sufficient to prevent the Mortgagors, or either of them or the Mortgagee from becoming a co-insurer under the terms of applicable policies and, in any event, in amounts not less than the greater of (a) the aggregate principal balance remaining outstanding from time to time on the Note and (b) the Full Insurable Value (as hereinabove defined) of the Mortgaged Premises, as determined from time to time;

(ii) Comprehensive general liability insurance against any and all claims (including all costs and expenses of defending the same) for bodily injury or death and for property damage occurring upon, in or about the Mortgaged Premises and the adjoining streets or passageways in amounts not less than ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS or such other amounts which the Mortgagee shall from time to time reasonably require, having regard to the circumstances and usual practice at the time of prudent owners of comparable properties in the area in which the Mortgaged Premises are located;

(iii) Explosion insurance in respect of boilers, heating apparatus or other pressure vessels, if any, located on the Mortgaged Premises in such amounts as shall from time to time be reasonably satisfactory to the Mortgagee;

(iv) Builder's risk, Workmen's Compensation and employer's liability insurance in amounts specified by Mortgagee, if any;

(v) Flood insurance in form and amount reasonably satisfactory to Lender, in the event that the Mortgaged Premises or any portion thereof are located in a flood hazard zone as depicted on a recent HUD Flood-Hazard Boundary Map; and

(vi) Such other insurance as is customarily purchased in the area for similar types of residences, in such amounts and against such insurable risks as from time to time may reasonably be required by the Mortgagee.

B. Any insurance purchased by Mortgagors or either of them relating to the Mortgaged Premises, regardless of whether required under this Mortgage shall be for the benefit of the

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Mortgagee and the Mortgagors, as their interests may appear, and shall be subject to the provisions of this Mortgage.

C. If the Mortgagors fail to keep the Mortgaged Premises insured in accordance with the requirements hereof or of the other Loan Documents, the Mortgagee shall have the right, at its option, to provide for such insurance and pay the premiums thereof, and any amounts paid thereon by the Mortgagee shall be repaid immediately upon Mortgagee's demand and bear interest at the Default Rate from the date of payment.

D. All policies of insurance required by this Mortgage and the Loan Documents shall be in forms and with companies reasonably satisfactory to the Mortgagee, with standard mortgage clauses attached to or incorporated in all policies in favor of the Mortgagee, including a provision requiring that coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to the Mortgagee. Such insurance may be provided for under a blanket policy or policies and may provide that any loss or damage to the Mortgaged Premises not exceeding FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS shall be adjusted by and paid to the Mortgagors and any such loss exceeding FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS shall be adjusted by the Mortgagors and the Mortgagee and paid to the Mortgagee and held by the Mortgagee in a non-interest bearing escrow account. All such insurance proceeds shall be applied in accordance with Paragraph 7.1 below, and any amounts not so applied shall be paid to the Mortgagee.

E. The Mortgagors shall deliver to the Mortgagee the originals of all insurance policies or certificates of coverage under blanket policies, including renewal or replacement policies, and in the case of insurance about to expire shall deliver renewal or replacement policies as to the issuance thereof or certificates in the case of blanket policies not less than twenty (20) days prior to their respective dates of expiration. Mortgagee may require Mortgagors to deliver to it, not more often than once every three (3) years, a certification of the then replacement and insurable values of the Mortgaged Premises satisfactory to Mortgagee.

F. In all insurance policies of the character required of this Paragraph 6.1, Mortgagee shall be named as Mortgagee in the standard mortgage clause or as an additional loss payee where appropriate and such insurance shall be for the benefit of the Mortgagors and the Mortgagee, as their interests may appear.

G. Notwithstanding any damage, loss or casualty and in any event, Mortgagee shall continue to be liable for the performance of all obligations hereunder.

7.1 Damage or Destruction.

A. In case of any damage to or destruction of the Mortgaged Premises or any part thereof from any cause whatsoever, other than a Taking (as defined in paragraph 11), the Mortgagors shall promptly give written notice thereof to the Mortgagee, unless such damage or destruction involved less than FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS. In any event, but subject to the provisions of Paragraphs 7.1 D and 7.1 E hereof, Mortgagors shall restore, repair, replace or rebuild the same or cause the same to be restored, repaired, replaced or rebuilt to substantially the same value, condition and character as existed immediately prior to such damage or destruction or with such changes, alterations and additions as may be made at the Mortgagors' election pursuant to Paragraph 5.1. Such restoration, repair, replacement or rebuilding (herein collectively called "Restoration") shall be commenced promptly and completed with diligence by the Mortgagors, subject only to delays beyond the control of the Mortgagors.

B. Subject to Paragraphs 7.1 D and 7.1 E hereof, all net insurance proceeds received by the Mortgagee pursuant to Paragraph 6.1 shall be held in a non-interest bearing account and made available to the Mortgagors for the Restoration required hereby in the event of damage or destruction on account of which such insurance proceeds are paid. If at any time the net insurance proceeds which are payable to the Mortgagors in accordance with the terms of this Mortgage shall be insufficient to pay the entire cost of the Restoration, the Mortgagors shall pay the deficiency. In such an event, Mortgagors shall make all payments from their own funds to the contractor making such Restoration until the amount of said deficiency has been satisfied; thereafter, Mortgagee shall make subsequent payments from the insurance proceeds to Mortgagors or to the contractor, whichever is appropriate. All payments hereunder shall be made only upon a certificate or certificates of a supervising architect appointed by the Mortgagors and reasonably satisfactory to the Mortgagee that payments, to the extent approved by such supervising architect, are due to such contractor for the Restoration, that the Mortgaged Premises are free of all liens of record for work, labor or materials, and that the work conforms to the legal requirements therefor.

C. Upon completion of the Restoration, the excess net insurance proceeds, if any, shall be paid to the Mortgagee on account of the indebtedness secured hereby.

D. In case of damage or destruction to all or substantially all of the Mortgaged Premises, shall, at the option of Mortgagee, either cause the restoration of the Mortgaged Premises as set forth above or prepay the remaining balance of the Note together with accrued interest thereon. In the event of such prepayment, any insurance proceeds received and held by Mortgagee pursuant to Paragraph 6.1 hereof shall be applied by Mortgagee to

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the portion of the remaining balance due hereunder. To exercise this prepayment option Mortgagee shall give written notice to Mortgagors of its intent to do so within thirty (30) days of its receipt of actual notice of any such damage or destruction.

E. If an Event of Default shall occur, all insurance proceeds received by the Mortgagee may be retained by the Mortgagee and applied, at its option, in payment of the indebtedness secured hereby and any excess repaid to or for the account of Mortgagors.

8.1 Indemnification. Mortgagors, jointly and severally, agree to indemnify and hold the Mortgagee harmless from any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, decrees, costs and expenses (including reasonable attorneys' fees, paralegal fees and other costs and expenses regardless of whether any such costs or expenses are attributable to salaried employees of Mortgagee), arising directly or indirectly, in whole or in part, out of the acts and omissions whether negligent, willful or otherwise, of Mortgagors, or either of them, or any of the officers, directors, agents, subagents or employees of any Mortgagor or any corporation of which any such Mortgagor is a shareholder, directly or indirectly, in connection with this Mortgage or the other Loan Documents or as a result of:

A. ownership of the Mortgaged Premises or any interest therein or receipt of any rent or other sum therefrom;

B. any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Mortgaged Premises or any part thereof or on the adjoining sidewalks, curbs, vaults and vault space, if any, adjacent parking areas, streets or ways;

C. any use, non-use or condition of the Mortgaged Premises or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, the adjacent parking areas, streets or ways;

D. any failure on the part of the Mortgagors or either of them to perform or comply with any of the terms of this Mortgage; or

E. the performance of any labor or services or the furnishing of any materials or other property with respect to the Mortgaged Premises or any part thereof. Any amounts payable to the Mortgagee under this Paragraph which are not paid within ten (10) days after written demand therefor by the Mortgagee shall bear interest at the Default Rate. The obligations of the Mortgagors under this and every other paragraph of this Mortgage shall be joint and several and shall survive any termination or satisfaction of this Mortgage.

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9.1 Prohibited Transfer; Due on Sale. Neither the Mortgagors, nor either of them shall create, effect, contract for, agree to, consent to, suffer or permit any conveyance, sale, lease other than in the normal course of business, assignment, transfer, lien, pledge, mortgage, grant of security interest or other encumbrance or alienation of any interest in the Mortgaged Premises or any part thereof or interest therein except for replacements of Personalty pursuant to paragraph 5.1 hereof without the prior written consent of Mortgagee ("Prohibited Transfer") whether any such Prohibited Transfer is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 9.1 shall not apply to the execution of this Mortgage by Mortgagors, and to the lien of current taxes and assessments not in default.

10.1 Priority of Lien; After-Acquired Property.

A. Subject to the Permitted Contests granted under Paragraph 23.1, the Mortgagors will keep and maintain the Mortgaged Premises free from all liens for moneys due and payable.

B. In no event shall Mortgagors do or permit to be done or omit to do or permit the omission of any act or thing the doing or omission of which would impair the lien of this Mortgage. No Mortgagor shall initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction or agreement materially changing the uses which may be made of the Mortgaged Premises or any part thereof without the express written consent of the Mortgagee.

C. All property of every kind acquired by any Mortgagor after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Mortgage shall, immediately upon the acquisition thereof by such Mortgagor, and without any further mortgage, conveyance, assignment or transfer, become subject to the lien and security of this Mortgage. Nevertheless, Mortgagors, jointly and severally, hereby agree to do such further acts and execute, acknowledge and deliver such further conveyances, mortgages, loan documents, financing statements and assurances as Mortgagee shall reasonably require for accomplishing the purpose of this Mortgage.

11.1 Condemnation.

A. The term "Taking" as used herein shall mean a taking of all or part of the Mortgaged Premises under the power of condemnation or eminent domain. Promptly upon the receipt by any Mortgagor of notice of the institution of any proceeding for the Taking of the Mortgaged Premises or any part thereof Mortgagors shall give written notice thereof to Mortgagee and Mortgagee may,

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at its option, appear in any such proceeding. Mortgagors will promptly give to Mortgagee copies of all notices, pleadings, awards, determinations and other papers received by any Mortgagor in any such proceeding. No Mortgagor shall adjust or compromise any claim for award or other proceeds of a Taking without having first given at least thirty (30) days' prior written notice to Mortgagee of the proposed basis of adjustment or compromise and without first having received the written consent thereto of Mortgagee. Any award or other proceeds of a Taking, after allowance for expenses incurred in connection therewith, are herein referred to as "Condemnation Proceeds".

a. In the event of a Taking of all or substantially all of the Mortgaged Premises, or a Taking of less than all or substantially all of the Mortgaged Premises and the Mortgaged Premises are not susceptible to restoration, the Condemnation Proceeds shall be paid to Mortgagee and applied, at its option, to payment of the indebtedness secured hereby.

c. Subject to subparagraph D below, in the event of a Taking of less than all or substantially all of the Mortgaged Premises which leaves the Mortgaged Premises susceptible and suitable to restoration, said Condemnation Proceeds shall be applied to the restoration of the Mortgaged Premises as follows: (a) if the Condemnation Proceeds shall amount to FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS or less, such amount shall be paid to Mortgagors for application by Mortgagors to the repair or restoration to the extent practicable for any damage to the Mortgaged Premises resulting from the Taking, and (b) if the Condemnation Proceeds shall amount to more than FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS, such amount shall be paid to Mortgagee and held by Mortgagee in a non-interest bearing escrow account and shall be applied to reimburse the Mortgagors for such repair or restoration in conformity with and subject to the conditions specified in Paragraph 7.1 hereof relating to damage or destruction. Regardless of Mortgagee's election, Mortgagors, regardless of whether the Condemnation Proceeds which are applicable thereto shall be sufficient for the purpose, shall promptly repair or restore the Mortgaged Premises as nearly as practicable to substantially the same value, condition and character as existed immediately prior to the Taking, with such changes and alterations as may be made at Mortgagors' election in conformity with Paragraph 5.1 hereof and as may be required by such Taking.

D. If an Event of Default shall occur, any Condemnation Proceeds to which Mortgagors or either of them are entitled shall be paid over to and/or retained by Mortgagee and, at its option, applied in payment of the indebtedness secured hereby.

12.1 Right to Inspect. Mortgagee, its agents and representatives may at all reasonable times make such inspections of the

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Mortgaged Premises as Mortgagee may deem necessary or desirable.

13.1 Books and Records; Financial Statements. Mortgagors, jointly and severally, agree to provide Mortgagee with all financial and other information as shall reasonably be requested by Mortgagee from time to time.

14.1 Events of Default. If any one or more of the following events ("Events of Default") shall occur, to wit:

A. failure by any party thereto to make prompt payment, when due, of any payment of principal or interest under the Note;

B. subject to Paragraph 23.1 herein, if Mortgagors fail to make prompt payment, when due, of any Impositions;

C. failure to promptly perform or observe any other covenant, promise or agreement contained in this Mortgage;

D. failure by any party to promptly perform or observe any other material covenant, promise or agreement contained in the Loan Documents, and such failure continues beyond the expiration of the applicable cure period, if any;

E. failure to make prompt payment, when due, of any payment of principal or interest under any other agreement or instrument now or hereafter delivered to Mortgagee by Mortgagors or either of them;

F. the occurrence of a Prohibited Transfer;

G. if Mortgagors or either of them shall make a further assignment of the rents, issues or profits of the Mortgaged Premises or any part thereof, without the prior written consent of Mortgagee; or

H. the occurrence of any event or circumstance which constitutes a breach of, default under or an Event of Default under any one or more of the Loan Documents;

then, at any time thereafter, at the sole option of the Mortgagee, without notice to Mortgagors or either of them, the principal balance and accrued interest remaining unpaid pursuant to the Note shall become immediately due and payable. All sums coming due and payable hereunder shall bear interest after acceleration at the Default Rate. After any such Event of Default, Mortgagee may institute, or cause to be instituted, proceedings for the realization of its rights under this Mortgage or the other Loan Documents.

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15.1 Rights, Powers and Remedies of Mortgagee.

A. If an Event of Default shall occur, Mortgagee may, at its election and to the extent permitted by law:

(i) Advertise the Mortgaged Premises or any part thereof for sale and thereafter sell, assign, transfer and deliver the whole, or from time to time any part, of the Mortgaged Premises, or any interest in any part thereof, at any private sale or at public auction, with or without demand upon any Mortgagor, for cash, on credit or in exchange for other property, for immediate or future delivery, and for such price and on such other terms as Mortgagee may, in its reasonable discretion, deem appropriate or as may be required by law. The exercise of this power of sale by Mortgagee shall be in accordance with the provisions of any statute or any applicable law now or hereafter in effect which authorizes the enforcement of a mortgage by power of sale; or

(ii) Make application for the appointment of a receiver for the Mortgaged Premises whether such receivership be incident to a proposed sale of the Mortgaged Premises or otherwise, and Mortgagors hereby, jointly and severally, consent to the appointment of such receiver and agree not to oppose any such appointment. Further, Mortgagors, jointly and severally agree that Mortgagee and/or any partner of Mortgagee may be appointed the receiver, without bond or surety, of the Mortgaged Premises at Mortgagee's option.

B. Mortgagee may, without order of Court or notice to or demand upon Mortgagors, take possession of the Mortgaged Premises. Should Court proceedings be instituted, Mortgagors, jointly and severally hereby consent to the entry of an order by agreement to effect and carry out the provisions of this subparagraph. While in possession of the Mortgaged Premises, Mortgagee shall have the following powers:

(i) To collect the rents and manage, lease, alter and repair the Mortgaged Premises, cancel or modify existing leases to the extent the lessor thereunder may do so, obtain insurance and in general have all powers and rights customarily incident to absolute ownership; and

(ii) To pay out of the rents so collected the management and repair charges, taxes, insurance, commissions, fees and all other expenses and, after creating reasonable reserves, apply the balance (if any) on account of the indebtedness secured hereby.

C. Mortgagee may remain in possession of the Mortgaged Premises, in the event of a foreclosure, until the foreclosure sale and thereafter during the entire period of redemption (if any) if

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a deficiency exists. Mortgagee shall incur no liability for and no Mortgagor shall assert any claim, set-off or recoupment as a result of any action taken while Mortgagee is in possession of the Mortgaged Premises, except only for Mortgagee's own gross negligence or willful misconduct. In the event no foreclosure proceedings are commenced Mortgagee may remain in possession as long as there exists an Event of Default.

D. Mortgagors, jointly and severally, agree that Mortgagee may be a purchaser of the Mortgaged Premises or any part thereof or any interest therein at any sale thereof, whether pursuant to power of sale or otherwise, and may apply upon the purchase price the indebtedness secured hereby.

E. The proceeds of any sale of the Mortgaged Premises or part thereof or any interest therein, whether pursuant to power of sale or otherwise hereunder, and all amounts received by Mortgagee by reason of any holding, operation or management of the Mortgaged Premises or any part thereof, together with any other moneys at the time paid by Mortgagee, shall be applied in the following order to the extent that funds are so available:

(i) First, to the payment of the costs and expenses of taking possession of the Mortgaged Premises and of holding, using, leasing, repairing, improving and selling the same, including, without limitation, (a) trustees' and receivers' fees, (b) court costs, (c) attorneys' and accountants' fees, (d) costs of advertisement and (e) the payment of any and all impositions, liens, security interests or other rights, titles or interests equal or superior to the lien and security interest of this Mortgage (except those subject to which the Mortgaged Premises has been sold and without in any way implying Mortgagee's prior consent to the creation thereof);

(ii) Second, to the payment of all amounts, other than the principal balance and accrued but unpaid interest on the Note which may be due to Mortgagee under the Loan Documents or any of them, together with interest thereon as provided therein;

(iii) Third, to the payment of all accrued but unpaid interest due on the Note;

(iv) Fourth, to the payment of the Principal Balance of the Note;

(v) Fifth, to the extent funds are available therefor out of the sale proceeds or the rents and, to the extent known by Mortgagee, to the payment of any indebtedness or obligations secured by a subordinate mortgage on or security interest in the Mortgaged Premises; and

(vi) Sixth, to the Mortgagors.

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16.1 Change in Tax Laws. If, by the laws of the United States of America or of any state or municipality having jurisdiction over Mortgagee, any Mortgagor or the Mortgaged Premises, any tax is imposed or becomes due in respect of the issuance of any Note or the recording of this Mortgage, Mortgagors shall pay such tax in the manner required by such law. In the event that any law, statute, rule, regulation, order or court decree has the effect of deducting from the value of the Mortgaged Premises for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes required to be paid by the Mortgagors or either of them, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Mortgaged Premises, or the manner of collection of taxes, so as to affect this Mortgage, the indebtedness hereby secured or Mortgagee, then, and in any such event, Mortgagors, upon demand by Mortgagee, shall pay such taxes or reimburse Mortgagee therefor and any amounts paid thereon by Mortgagee shall bear interest at the Default Rate, unless Mortgagee determines, in Mortgagee's sole and exclusive judgment, that such payment or reimbursement by Mortgagors is unlawful; in which event the indebtedness hereby secured shall be due and payable within thirty (30) days after written demand by Mortgagee to Mortgagors. Nothing in this paragraph shall require Mortgagors to pay any income, franchise or excise tax imposed upon Mortgagee, excepting only such which may be levied against the income of Mortgagee as a complete or partial substitute for taxes required to be paid by Mortgagors pursuant hereto.

17.1 Waivers. To the extent permitted under applicable law,

A. Mortgagors hereby, jointly and severally, waive all rights of redemption and/or equity of redemption which exist or may exist by statute or common law for sale under any order or decree of foreclosure of this Mortgage on their own behalfs and on behalf of each and every person, beneficiary or any other entity, except decree or judgment creditors of any Mortgagor who may acquire any interest in or title to the Mortgaged Premises subsequent to the date hereof.

B. Mortgagors hereby, jointly and severally, waive the benefit of all appraisement, valuation, stay or extension laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Mortgaged Premises or any part thereof or any interest therein.

C. Mortgagors hereby, jointly and severally, waive the benefit of any rights or benefits provided by the Homestead Exemption laws, if any, now or hereafter in force.

18.1 Remedies are Cumulative. Each right, power and remedy of

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Mortgagee now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power and remedy provided for in the Loan Documents, and the exercise of any right, power or remedy shall not preclude the simultaneous or later exercise of any other right, power or remedy.

19.1 Compromise of Actions. Any action, suit or proceeding brought by Mortgagee pursuant to the Loan Documents, or otherwise, and any claim made by Mortgagee under the Loan Documents, or otherwise, may be compromised, withdrawn or otherwise settled by Mortgagee without any notice to or approval of any Mortgagor, except as otherwise provided in this Mortgage.

20.1 No Waiver. No delay or failure by Mortgagee to insist upon the strict performance of any term hereof or of the Note or of any of the other Loan Documents or to exercise any right, power or remedy provided for herein or therein as a consequence of an Event of Default hereunder or thereunder and no acceptance of any payment of the principal or interest, on the Note during the continuance of any such Event of Default, shall constitute a waiver of any such term, such Event of Default or such right, power or remedy. The exercise by Mortgagee of any right, power or remedy conferred upon it by this or any other Loan Document or by law or equity shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver of any Event of Default hereunder shall affect or alter this Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent Events of Default.

21.1 Further Assurances. Each party hereto, at their expense, will execute, acknowledge and deliver such instruments and take such actions as the other party from time to time may reasonably request to carry out the intent and purpose of this Mortgage and the other Loan Documents.

22.1 Defeasance. If the principal and interest due and other amounts due under the Note and all other Loan Documents shall have been paid in accordance with the terms thereof, then this Mortgage and the estate and rights hereby created shall cease, terminate and become void to the extent required thereby and thereupon Mortgagee, upon the written request and at the expense of Mortgagors, upon payment to Mortgagee of a commercially reasonable release fee or fees, shall execute and deliver to Mortgagors such instruments as shall be required to evidence of record the satisfaction of this Mortgage and the lien hereof with respect to the portion of the Mortgaged Premises so released.

23.1 Permitted Contests.

A. Mortgagors may contest, at their own expense, by appropriate legal actions or proceedings conducted in good faith and with all due diligence, the amount, validity or enforceability

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in whole or in part of any Imposition or lien thereof or the validity of any instrument of record affecting the Mortgaged Premises or any part thereof, provided that:

(i) Such legal actions or proceedings are commenced within 30 days after any Mortgagor receives notice of the lien or charge; and

(ii) Any Mortgagor's legal counsel forwards to Mortgagee and Mortgagee's legal counsel, on a monthly basis, detailed status reports describing the nature of the action or proceeding; the progress of such action or proceeding to date; describing pleadings filed and any settlement negotiations; evaluating the likelihood of an unfavorable outcome and estimating the amount or range of possible loss; and

(iii) No adverse judgment, decree or other final adjudication be entered or rendered against any Mortgagor; and

(iv) Mortgagors set aside adequate reserves and provide Mortgagee with security satisfactory to Mortgagee in its sole and unfettered discretion; and

(v) Neither any Mortgagor nor Mortgagee would be in any danger of any additional civil or criminal liability for failure to comply therewith.

B. In the event that such legal actions or proceedings are not concluded or resolved within one (1) year after the first of any of the Mortgagors received notice of the lien or charge or if such lien or charge is not paid in full within said one (1) year period, then, at the sole option of Mortgagee, Mortgagee shall have those rights set forth in paragraphs 14.1 and 15.1 hereof.

24.1 Amendment. This Mortgage cannot be amended, modified or terminated orally but may only be amended, modified or terminated pursuant to written agreement between Mortgagors and Mortgagee.

25.1 Tax and Insurance Escrow.

A. In addition to the rights, powers and remedies granted Mortgagee under Paragraph 15.1, Mortgagors may at any time be required to (i) pay Mortgagee monthly, in addition to each monthly payment required under the Note, an amount equal to 1/12th of the annual amount reasonably estimated by Mortgagee to be sufficient to enable Mortgagee to pay all Impositions, (ii) pay Mortgagee monthly 1/12th of the annual insurance premiums necessary to maintain the insurance policies required pursuant to Paragraph 6.1 A hereof, (iii) pay Mortgagee the amount of all Impositions accrued but not due as of the date that this Paragraph becomes operative, based upon one hundred and ten (110%) percent of the previous year's tax bill and insurance premium with an additional

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three (3) months withheld to assure Mortgagee that sufficient funds will be available to pay same when due, and (iv) pay Mortgagee such sums as may be necessary, from time to time, to make up any deficiency in the amount required to fully pay all annual Impositions and insurance premiums.

B. Mortgagee hereby initially waives the requirement for tax and insurance escrows, subject to Mortgagors maintaining adequate reserves for the payment of same, it being expressly understood and agreed that Mortgagee may reinstate said tax and insurance escrow requirement at any time in Mortgagee's sole and unfettered discretion.

C. It is expressly understood that all amounts set forth in this Paragraph 25.1 shall be held by Mortgagee in an escrow account which does not bear interest.

26.1 Notices. Any notice, demand, requests or other communication desired to be given or required pursuant to the terms hereof shall be in writing and shall be delivered by personal service or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as the parties hereto may designate in writing from time to time:

Mortgagee: Courtesy Caribbean
800 Corporate Grove Drive
Buffalo Grove, Illinois 60089
ATTN: Mr. Walter Kreisler, General Partner

Copy to: Richard A. Greenswag, P.C.
181 Waukegan Road
Northfield, Illinois 60093
ATTN: Richard A. Greenswag, Esq.

Mortgagors: Mr. and Mrs. Louis A. Aguilar
406 Lauder Lane
Inverness, Illinois 60067

Copy to: Joseph V. Roddy, Esq.
77 W. Washington Street
Chicago, Illinois 60602

Any such notice, demand, request or other communication shall be deemed given when mailed to the office of the Mortgagee or Mortgagors or of any other officer who shall have been designated by the addressee by notice in writing to the other party regardless of whether receipt thereof is accepted, acknowledged or refused.

27.1 Expense of Enforcement. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise,

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Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof or in any other suit directly or indirectly related to the collection of amounts due hereunder, there shall be allowed for and included as additional indebtedness in the decree all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, paralegal fees, appraisers' 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, 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 Mortgaged Premises and all other costs and expenses regardless of whether any such costs or expenses are attributable to salaried employees of the Mortgagee. All expenditures and expenses of the nature in this paragraph mentioned shall bear interest at the Default Rate 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; or (b) preparations for the commencement of any suit, including, but not limited to a suit for the foreclosure hereof after accrual of such right to foreclose regardless of whether any such suits are actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the Mortgaged Premises or the security hereof, regardless of whether actually commenced.

28.1 Cross-Default Clause. Any material default by any Mortgagor in the performance or observance of any covenant, promise, condition or agreement hereof shall be deemed an Event of Default under each of the Loan Documents, entitling Mortgagee to exercise all or any remedies available to Mortgagee under the terms of any or all Loan Documents, and any default or Event of Default under any other Loan Document shall be deemed a default hereunder, entitling Mortgagee to exercise any or all remedies provided for herein. Failure by Mortgagee to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Mortgagee, and the waiver by Mortgagee of any default by any Mortgagor hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion.

29.1 Incorporation by Reference. The terms of the Loan Documents are incorporated herein and made a part hereof by reference.

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30.1 Disclaimer by Mortgagee.

Mortgagee shall not be liable to any party for services performed or obligations due in connection with this Loan. Mortgagee shall not be liable for any debts or claims accruing in favor of any parties against any Mortgagor or against the Mortgaged Premises. No Mortgagor is, nor shall be an agent of Mortgagee for any purposes, and Mortgagee is not a venture partner with any Mortgagor in any manner whatsoever. Approvals granted by Mortgagee for any matters covered under this Mortgage shall be narrowly construed to cover only the parties and facts identified in any written approval or if not in writing such approvals shall be solely for the benefit of Mortgagors.

31.1 Miscellaneous.

A. Upon request, each party hereto shall confirm in writing to the other, or its designee, the amount then due hereunder and under the Note.

B. If the time of payment of all indebtedness secured hereby or any part thereof be extended at any time or times, if the Note be renewed, modified or replaced or if any security for the Note be released with the consent of any Mortgagor, each Mortgagor and any other parties now or hereafter liable for payment of such indebtedness in whole or in part or interested in the Mortgaged Premises shall be held to consent to such extensions, renewals, modifications, replacements and releases (the consent to any such release however to be evidenced in a writing signed by any Mortgagor), and their liability and the lien hereof and the Loan Documents and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Mortgagee.

C. The Loan proceeds are to be used, along with Mortgagors' other funds, for the refinancing of certain indebtedness secured by the Mortgaged Premises so as to avoid a foreclosure sale of the same and for no other purpose whatsoever.

D. This Mortgage shall be binding upon Mortgagors and their respective heirs, personal representatives, successors and assigns and all persons claiming under or through any Mortgagor or any such heir, personal representative, successor or assign, and shall inure to the benefit of and be enforceable by Mortgagee and its successors and assigns. Nothing herein contained shall be construed as implying Mortgagee's agreement or acquiescence to any assignment of the obligations hereunder for any reason whatsoever, it being understood and agreed by Mortgagors, jointly and severally, that they shall have no right to assign or otherwise convey or transfer any of the obligations contained herein to any other party without the express written consent of Mortgagee which consent may be given or withheld.

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E. The various headings used in this Mortgage as headings for sections or otherwise are for convenience only and shall not be used in interpreting the text of the section in which they appear and shall not limit or otherwise affect the meanings thereof.

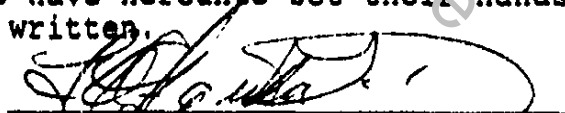
F. If any provision in this Mortgage is held by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision or public policy, and if such court should declare such provision of this Mortgage to be illegal, invalid, unlawful, void, voidable or unenforceable as written, then such provision shall be given full force and effect to the fullest possible extent that it is legal, valid and enforceable, the remainder of this Mortgage shall be construed as if such illegal, invalid, unlawful, void, voidable or unenforceable provision was not contained therein, and the rights, obligations and interest of the Mortgagors and the holder hereof under the remainder of this Mortgage shall continue in full force and effect.

G. If any action or proceeding shall be instituted to recover possession of the Mortgaged Premises or any part thereof or to accomplish any other purpose which would materially affect this Mortgage or the Mortgaged Premises, Mortgagors will immediately, upon service of notice thereof on any Mortgagor, deliver to Mortgagee a true copy of each petition, summons, complaint, notice of motion, order to show cause and all other process, pleadings and papers however designated, served in any such action or proceeding.

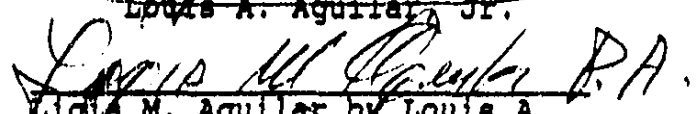
H. Regardless of their form, all words shall be deemed singular or plural and shall have such gender as required by the text. Whenever applicable, the term "mortgage" shall also mean "trust deed" or "deed of trust".

I. Mortgagors hereby, jointly and severally, waive any right, if any, they, or either of them may now or may in the future have to remove any claim or dispute arising herefrom to the Courts of the United States of America.

IN WITNESS WHEREOF, Mortgagors have hereunto set their hands as of the day and date first above written.



Louis A. Aguilar, Jr.



Ligia M. Aguilar by Louis A. Aguilar, Jr. under duly executed power of attorney

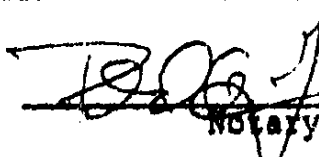
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STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

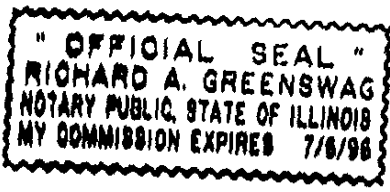
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that LOUIS A. AGUILAR, JR. and LIGIA M. AGUILAR, his wife, by and through LOUIS A. AGUILAR, JR. pursuant to the provisions of a duly executed and acknowledged power of attorney, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal this 2nd day of December, 1994.



Notary Public

My Commission Expires:
7/6/96



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EXHIBIT A

LEGAL DESCRIPTION:

LOT 19 IN LAUDER HILLS SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF THE CENTER LINE OF FREEMAN ROAD, IN COOK COUNTY, ILLINOIS.

PIN: 02-20-301-024

COMMON ADDRESS: 406 Lauder Lane, Inverness, Illinois 60067

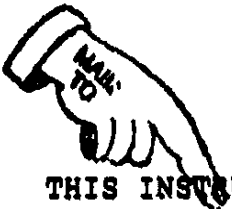
12/09/94

0018 MCH 11:48
RECORDING F 65.00
MAILINGS F 0.50

12/09/94

04046303 M
0018 MCH 11:49

COOK COUNTY
RECORDER
JESSE WHITE
SKOKIE OFFICE



THIS INSTRUMENT PREPARED BY AND MAIL TO:

Richard A. Greenswag, Esq.
Richard A. Greenswag, P.C.
181 Waukegan Road, Suite 301
Northfield, IL 60093
(708) 441-0332

04046303