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United Commercial Bank
A Division of United Community Bank of Lisle

MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 18, 1984 KNOWN AS TRUST NUMBER 108552, of the CITY of CHICAGO, County of COOK, State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

United Commercial Bank
A Division of United Community Bank of Lisle
1026 Ogden Avenue
Lisle, Illinois 60532

a banking association organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of COOK in the State of Illinois, to wit:

LOT 15 AND THE NORTH 1/2 OF LOT 16 IN THE PARK AT CHICAGO RIDGE, BEING A SUBDIVISION OF PART OF SECITON 7, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 24-07-312-002-0000 AND 24-07-312-022-0000

Address(es) of premises: 9999 S. VIRGINIA AVE., CHICAGO RIDGE, IL 60415

TOGETHER with all easements, buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services and any other thing now or hereafter installed therein or thereon, including but not limited to, screens, window shades, storm doors and windows, floor coverings, screen doors, built-in beds, awnings, stoves, built-in ovens, water heaters, washers, dryers and disposal units all of which are declared to be a part of said real estate whether physically attached thereto or not.

TOGETHER with the rents, issues and profits thereof which are hereby assigned, transferred and set over unto the Mortgagee, whether now due or which may hereafter become due under or by virtue of any lease whether written or verbal, or any agreement for the use or occupancy of said property, or any part or parts thereof, which may have been heretofore, or may be hereafter made or agreed to, or which may be made and agreed to by the Mortgagee under the power herein granted to it; it being the intention hereby to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements existing or to hereafter exist for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of such avails, rents, issues and profits, or to secure and maintain possession of said premises, or any portion thereof, and to fill any and all vacancies and to rent, lease or let any portion of said premises to any party or parties, at



0617002237

Doc#: 0617002237 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 06/19/2006 01:24 PM Pg: 1 of 6

Above Space For Recorder's Use Only

Box 400-CTCC

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its discretion, with power to use and apply said avails, issues and profits to the payment of all expenses, care and management of said premises, including taxes and assessments, and to the payment of any indebtedness secured hereby or incurred hereunder.

TO HAVE AND TO HOLD the said property, with said appurtenances, apparatus and fixtures, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under any statute of limitations and under the Homestead Exemption laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby release and waive.

Upon payment of the obligation hereby secured, and performance of all obligations under this mortgage and the note secured by it, said note shall be marked paid and delivered to the maker of his assignee, together with his mortgage duly cancelled. A reasonable fee shall be paid for cancellation and release.

TO SECURE:

1. The payment of a note and any renewals, extensions, modifications and/or substitutions thereof (the "Note"), and the performance of all obligations therein contained, executed and delivered concurrently herewith by 128TH PLACE LIMITED PARTNERSHIP to the Mortgagee in the original principal amount of TWO MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100THS (\$2,250,000.00) Dollars, which is payable as provided in said Note until said indebtedness is paid in full.

2. Any additional advances made by the Mortgagee to the Mortgagor AND/OR 128TH PLACE LIMITED PARTNERSHIP, or its successors in title, prior to the cancellation of this mortgage, provided that this mortgage shall not at any time secure more than TWO MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100THS (\$2,250,000.00) Dollars, plus any advance necessary for the protection of the security interest, fees and costs; and

3. All of the covenants and agreements in said Note (which is made a part of this mortgage contract) and this mortgage.

A. THE MORTGAGOR COVENANTS:

(1) To pay all taxes, assessments, hazard insurance premiums and other charges when due; (2) keep the improvements now or hereafter upon said premises insured against damage by fire, windstorm and such other hazards or liability as the Mortgagee may require to be insured against until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurance value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee, and in case of foreclosure sale payable to the owner of the certificate of sale; and in case of loss, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims under such policies, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; and, subject to paragraph 11 below, the Mortgagee is authorized in its discretion to apply the proceeds of any such insurance to the discharge of any obligation insured against, to a restoration of the property or to the indebtedness of the Mortgagor and any application to the indebtedness shall not relieve the Mortgagor from making monthly payments until the debt is paid in full; (3) to apply for, secure, assign to Mortgagee and carry such disability insurance and life insurance as may be required by Mortgagee in companies acceptable to Mortgagor, and in a form acceptable to it, and such disability insurance may be required in an amount not in excess of payments necessary to pay the sums secured by this mortgage and such life insurance may be required in an amount not in excess of the unpaid balance of the debt secured by this mortgage; (4) not to commit or suffer any waste of such property, and to maintain the same in good condition and repair; (5) to promptly pay all bills for such repairs and all other expenses incident to the ownership of said property in order that no lien or mechanics or materialmen shall attach to said property; (6) not to suffer or permit any unlawful use of or any nuisance to exist upon said property; (7) not to diminish or impair the value of said property or the security intended to be affected by virtue of this mortgage by any act or omission to act; (8) to appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and reasonable attorney's fees incurred or paid by the Mortgagee in any proceedings in which it may participate in any capacity by reason of this mortgage; (9) that the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any governmental board, authority or agency having jurisdiction over the mortgaged premises; (10) not to suffer or permit without the written permission or consent of the Mortgagee being first had and obtained; (a) any use of said property for a purpose other than that for which the same is now used; (b) any alterations, additions to, demolition or removal of any of the improvements, apparatus, fixtures or equipment now or hereafter upon this property; (c) a purchase upon conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or improvement upon said property; (d) a sale, assignment or transfer, outright or for collateral purposes, voluntary or involuntary, of any right, title or interest, whether legal or beneficial, in and to said property or any portion thereof, or any of the improvements, apparatus, fixtures or equipment which may be found in or upon said property.

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THE MORTGAGOR FURTHER COVENANTS:

(1) That in case of his failure to perform any of his covenants herein, the Mortgagee may do on behalf of the Mortgagor everything so covenanted: that said Mortgagee may also do any act it may deem necessary to protect the lien of this mortgage; and that the Mortgagor will immediately repay any money paid or disbursed by the Mortgagee for any of the above purposes, and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness secured by this mortgage and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of the sale of said premises, if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys in that behalf as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; that the Mortgagee shall not incur personal liability because of anything it may do or omit to do hereunder.

(2) That in the event the ownership of said property or any part thereof becomes vested in a person or entity other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as the Mortgagor, and may forbear to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.

(3) That time is of the essence hereof and if default be made in performance of any covenant herein contained or in making any payment when due under said Note, or in performing any obligation or covenant under any agreement executed by Mortgagor or any maker of the Note in connection with the indebtedness hereby secured, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor or any maker of the Note, or if the Mortgagor or any maker of the Note shall make an assignment for the benefit of creditors or if the property of the Mortgagor be placed under control of or in custody of any court, or if the Mortgagor abandon any of said property, or if the Mortgagor shall sell said property under a contract for deed, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage.

(4) When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the highest rate permitted by Illinois law, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

(5) The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the Note; fourth, any overplus to Mortgagor, the heirs, legal representative or assigns of the Mortgagor, as their rights may appear.

(6) Upon or at any time after the filing of a complaint to foreclose this mortgage, the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by

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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. To the fullest extent permitted by law, Mortgagor hereby waives any and all right of redemption in connection with any foreclosure sale under this Mortgage.

(7) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced, concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee, to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee.

(8) That in the event title shall be conveyed to any person or persons, firm, trust or corporation, other than the undersigned or any one or more of them, then the Mortgagee after such transfer of title shall have the right to adjust the annual rate of interest to be paid under the terms of the Note secured hereunder. Whenever the Mortgagee, or its successors or assigns, shall increase the rate of interest in accordance with the foregoing provision, it shall give written notice specifying the new rate; and the effective date of any such increase shall be the date of such transfer or conveyance.

(9) MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION AND/OR APPRAISAL AS MAY BE PROVIDED TO IT UNDER APPLICABLE MORTGAGE FORECLOSURE OR OTHER LAW.

(10) To the extent, if any, that this mortgage secures revolving debt or a revolving line of credit, it shall secure not only amounts presently advanced thereunder, but also any amounts advanced in the future thereunder, to the same extent as if such future advances were made as of the date of the execution of this mortgage, and the lien of this mortgage shall, with respect to such future advances, be valid as of the date this mortgage is filed for record with the recorder of deeds of the county where the property is located.

(11) In the event of loss, the Mortgagor shall give prompt notice thereof to the Mortgagee, who, if such loss exceeds Twenty Five Thousand Dollars (\$25,000.00) (the Threshold"), shall have the sole and absolute right to make proof of loss. If, and only if such loss is equal to or less than the Threshold, then the Mortgagee shall endorse to the Mortgagor any such payment and the Mortgagor may collect such payment directly without any further right in the Mortgagee in the insurance proceeds. If the loss exceeds the Threshold and no Event of Default then exists, the insurance proceeds shall be made paid by the Mortgagee as hereinafter provided, and Mortgagor shall repair, restore or rebuild the damaged or destroyed portion of the Premises so that the condition and value of the Premises are substantially the same as the condition and value of the Premises prior to being damaged or destroyed, subject to the following conditions:

(i) Before commencing to repair, restore or rebuild following damage to, or destruction of, all or a portion of the Premises, whether by fire or other casualty, the Mortgagor shall obtain from the Mortgagee its approval of all site and building plans and specifications pertaining to such repair, restoration or rebuilding.

(ii) Prior to each payment or application of any insurance proceeds by Mortgagee to the repair or restoration of the improvements upon the Premises, the Mortgagee shall be satisfied as to the following:

A. no Event of Default has occurred; and

B. prior to each disbursement of any such proceeds, the Mortgagee shall be furnished with a statement of the Mortgagor's architect (the cost of which shall be borne by the Mortgagor), certifying the extent of the repair and restoration completed to the date thereof, and that such repairs, restoration, and rebuilding have been performed to date in conformity with the plans and specifications approved by the Mortgagee and with all statutes, regulations or ordinances (including building and zoning ordinances) affecting the Premises; and the Mortgagee shall be furnished with appropriate evidence of payment for labor or materials furnished to the Premises, and total or partial lien waivers substantiating such payments.

In the event of a casualty loss in excess of the Threshold, for which insurance proceeds are insufficient to rebuild or restore the Premises to a condition and value substantially the same as the condition and value of the Premises prior to such casualty, Mortgagee may apply such proceeds, in whole or in part, to the indebtedness secured by the Mortgage.

IN WITNESS WHEREOF, each of the undersigned has hereunto set his hand and seal this 16TH day of JUNE A.D., 2006.

**SEE ATTACHED FOR LAND TRUSTEE EXECUTION, EXCULPATION AND
ACKNOWLEDGEMENT**

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LAND TRUSTEE EXECUTION, EXCULPATION AND ACKNOWLEDGMENT

This Mortgage is executed by CHICAGO TITLE LAND TRUST COMPANY, as Trustee aforesaid, not personally, but as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on such Trustee or on CHICAGO TITLE LAND TRUST COMPANY, personally to pay any indebtedness secured hereby or accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right hereunder, and that so far as such Trustee and its successors, and CHICAGO TITLE LAND TRUST COMPANY, personally are concerned, the Mortgagee and the owner or owners of the indebtedness secured hereby or accruing hereunder shall look solely to any one or more of: (a) the property subject to this Mortgage for the payment thereof, by the enforcement of the lien created by this Mortgage, in the manner therein and in this Mortgage provided; (b) enforcement of the personal liability of any obligor, guarantor or co-maker thereof; or (c) enforcement of any other security or collateral securing such indebtedness.



CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE AFORESAID

By: Lynnda S. Barrie

Attest [Signature]
Pursuant to requirements by laws.

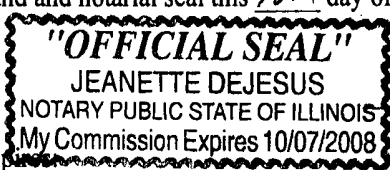
ATTACHED EXCULPATION RIDER IS INCORPORATED HEREOF

LAND TRUSTEE ACKNOWLEDGMENT

State of Illinois)
) ss
County of Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named LYNDA S. BARRIE personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Asst Vice President and Secretary, respectively, of CHICAGO TITLE LAND TRUST COMPANY, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said CHICAGO TITLE LAND TRUST COMPANY, as Trustee aforesaid, for the uses and purposes therein set forth, and that the said Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of CHICAGO TITLE LAND TRUST COMPANY, caused the corporate seal of the said CHICAGO TITLE LAND TRUST COMPANY, to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said CHICAGO TITLE LAND TRUST COMPANY, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of Jan, 2006.



Jeanette DeJesus
Notary Public

My commission expires

Prepared by and mail to: UNITED COMMERCIAL BANK
A division of United Community Bank of Lisle
Attn: Loan Operations
1026 Ogden Ave.
Lisle, IL 60532

Active 3586489-13586489.2

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It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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