

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



0906945004

Doc#: 0906945004 Fee: \$80.00

Eugene "Gene" Moore

Cook County Recorder of Deeds

Date: 03/10/2009 08:25 AM Pg: 1 of 23

FIRST AMERICAN TITLE

ORDER # 1862697

Report Mortgage Fraud  
800-532-8785

The property identified as:

PIN: 29-16-120-072-0000

Address:

Street: 15110 5th Ave

Street line 2:

City: Phoenix

State: IL

ZIP Code: 60426

23

Lender: Stewart Prizant

Borrower: C S C & P, INC

Loan / Mortgage Amount: \$225,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

\* Re Record to ~~Attach~~ correct ~~LENDER~~ LENDER  
& BORROWER ON A PLD.

Certificate number: 01AA3B8D-D730-4116-B070-171F6A395F91

Execution date: 01/09/2009

UNOFFICIAL COPY

Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



Doc#: 0904111095 Fee: \$78.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/10/2009 12:56 PM Pg: 1 of 22

FIRST AMERICAN TITLE  
ORDER# 1862697

Report Mortgage Fraud  
800-532-8785

The property identified as: PIN: 29-16-120-072-0000

Address:

Street: 15110 5th Ave

Street line 2:

City: Phoenix

State: IL

ZIP Code: 60426

Lender: C S C & P, INC

Borrower: Stewart Prizant

22✓

Loan / Mortgage Amount: \$225,000.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

\* Re Record to ~~APLD~~ correct Lender  
Borrower ON APLD

Certificate number: B7C96D15-FB3C-478B-923B-38714311340D

Execution date: 01/09/2009

**UNOFFICIAL COPY**

PREPARED BY AND  
 AFTER RECORDING RETURN TO:

John A. Simonetti  
 20 South Clark Street, Ste. 1650  
 Chicago, IL 60603

*\* Re Record to correct Lender & Borrower  
 ON APLD.*

**MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,  
 SECURITY AGREEMENT AND FINANCING STATEMENT**

This Mortgage, Assignment of Rents and Leases, Security Agreement and Financing Statement (the "Mortgage") is made as of the date appearing below by C S C & P, INC., an Illinois corporation (hereinafter referred to as "Mortgagor") having its principal address of business located at 15353 South Eight Avenue, Phoenix, Illinois 60426 to STEWART PRIZANT (hereinafter referred to as "Mortgagee") having his principal address of business located at 1210 Lincoln Avenue, Galena, Illinois 61036.

Mortgagor is justly indebted to Mortgagee in the principal sum of TWO HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$225,000.00) as evidenced by a certain Promissory Note (Secured) of even date herewith ("Note"), whereby Mortgagor promises to pay to Mortgagee interest on the principal sum from the date(s) and at the rate and/or amount set forth therein, at the office of Mortgagee, or at such other place as may be designated in writing by the legal holders thereof and the entire principal balance remaining unpaid plus accrued interest which shall be due and payable as required therein.

NOW, THEREFORE, in order to secure the payment of the said principal sum and interest thereon under said Note, together with all expenses and charges under the Note and the performance of the covenants and agreements herein contained Mortgagee does by these presents Grants, Bargains, Release, Remises, Conveys, and Assigns and Warrants to Mortgagee, his successors and assigns forever, all of its estate, right, title, and interest in the real estate therein situated in Phoenix, Illinois as more particularly described on Exhibit A attached hereto and made a part hereof (sometimes herein referred to as the "Real Estate"), which Real Estate, together with Mortgagor's present or after acquired right, title and interest in the following described property, if any, is collectively referred to as the "Real Estate";

FIRST AMERICAN TITLE  
 ORDER # 1862697

# UNOFFICIAL COPY

## TOGETHER WITH:

- (1) All beds of the ways, streets, avenues, vaults, and alleys adjoining the Real Estate,
- (2) All and singular the tenements, hereditaments, easements, minerals, appurtenances, passages, waters, water courses, riparian, irrigation, and drainage rights, and other rights, liberties, and privileges thereof or in any way now or hereafter appertaining, including homestead and any other claim at law or in equity as well as any after-acquired title, franchise, or license and the reversion and reversions and remainder and remainders thereof,
- (3) All rents, issues, proceeds, and profits accruing and to accrue from the Real Estate (which are pledged primarily and on a parity with the Real Estate, and not secondarily),
- (4) All judgments, awards of damages, settlements hereafter made and proceeds as a result of or in lieu of any taking of the Real Estate of any part thereof or interest therein under the power of eminent domain, or for or arising from any damage (whether caused by such taking or otherwise) to the Real Estate or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets;
- (5) All proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims;
- (6) Any deposits made with respect to the Real Estate and/or improvements thereon, including monies on deposit with Mortgagee for the payment of real estate taxes or special assessments against the Real Estate or for the payment of premiums on policies of fire and other hazard insurance covering the collateral described hereunder or the Real Estate, all claims, demands and proceeds relating to such deposits, and all proceeds, including insurance proceeds, paid for damage done to the collateral described hereunder or the Real Estate;
- (7) All substitutions, replacements, additions and proceeds, including insurance and condemnation award proceeds, of any of the foregoing property; it being understood that the enumeration of any specific articles of property shall in no wise exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the Real Estate and to be appropriated to the use of the Real Estate, and shall be for the purposes of this Mortgage deemed to be Real Estate and conveyed and mortgaged hereby; and
- (8) All improvements made under, to and/or on the Real Estate.

As to any of the property aforesaid which (notwithstanding the aforesaid declaration and agreement) does not so form a part and parcel of the Real Estate, this Mortgage is hereby deemed to be, as well, a Security Agreement under the Uniform Commercial Code in effect in the jurisdiction in which the Real Estate is located (hereinafter referred to as the "UCC") for the purpose of creating hereby a security interest in such property, which Mortgagor hereby grants to

# UNOFFICIAL COPY

Mortgagee as Secured Party (as such term is defined in the UCC), securing such indebtedness and obligations and Mortgagee shall have in addition to Mortgagee's rights and remedies hereunder all rights and remedies of a Secured Party under the UCC. As to above personal property which the UCC classifies as fixtures, this instrument shall constitute a fixture filing and financing statement under the UCC.

Mortgagor covenants (i) that it is lawfully seized of the Real Estate, (ii) that the same are subject only to the liens, encumbrances, conditions, restrictions, easements, and other matters, rights or interests disclosed in Exhibit B attached hereto and made a part hereof (collectively, the "Permitted Exceptions"), and (iii) that it has good right, full power and lawful authority to convey and mortgage the same and that it will warrant and forever defend the Real Estate and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD the Real Estate unto Mortgagee, his successors and assigns, for the purposes and uses herein set forth.

PROVIDED, HOWEVER, that if the Mortgagor shall pay the principal, all interest and other charges and expenses as provided in the Note and shall pay all other sums herein provided for, or secured hereby, and shall well and truly keep and perform all of the covenants herein contained, then this Mortgage shall be released at the cost of the Mortgagor, otherwise to remain in full force and effect.

MORTGAGOR FURTHER COVENANTS and agrees as follows:

1. Payment of Principal and Interest. Mortgagor shall pay promptly when due the principal and interest on the indebtedness evidenced by the Note at the times and in the manner provided in the Note.

2. Taxes. Mortgagor shall immediately pay, or cause to be paid, any and all delinquent general taxes and when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and all other charges of whatever kind, ordinary or extraordinary, which may be levied or imposed against the Real Estate, and to furnish to Mortgagee, upon Mortgagee's request, official receipts and payments therefor within thirty (30) days after payment thereof.

3. Insurance.

(a) Casualty. Mortgagor shall keep, or cause to be kept, Real Estate and the improvements now existing or hereafter erected on the Real Estate constantly insured against loss or damage under such types and forms of insurance policies reasonably acceptable to Mortgagee. Mortgagor shall require that Mortgagee be named as a loss payee, mortgagee and/or an additional insured on all such policies and provide to Mortgagee a Certificate of such insurance upon execution of this Mortgage, together with a copy or copies of such policies of insurance.

(b) Liability. Mortgagor shall carry and maintain or cause to be carried and maintained, comprehensive public liability insurance as may be required from time to time by



# UNOFFICIAL COPY

Mortgagee in forms, amounts, and with companies having a Best's rating of A+ or A or satisfactory to Mortgagee, and Mortgagor will apply all insurance proceeds under such policies to the payment and discharge of the liabilities in respect of which such proceeds are collected. It is understood and agreed that policy shall name Mortgagee as an additional insured party thereunder. Certificates of such insurance, together with a copy or copies of such policies, premiums prepaid, shall be deposited with Mortgagee upon execution of this Mortgage and shall contain provision for thirty (30) days' notice to Mortgagee prior to any cancellation or amendment thereof.

4. Compliance with Governmental Insurance and Other Requirements. Mortgagor shall comply, and/or cause any party occupying the Real Estate to comply, with all statutes, ordinances, orders, requirements, or decrees relating to the Real Estate or the use thereof of any federal, state, or municipal authority, and shall observe and comply, and/or cause any party occupying the Real Estate to observe and comply, with all conditions and requirements necessary to maintain in force the insurance required under paragraph 3 hereof and to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions, and nonconforming uses) privileges, franchises, and concessions which are applicable to the Real Estate or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Real Estate.

5. Liens and Encumbrances. Mortgagor shall keep the Real Estate free from liens of mechanics and materialmen and from all other liens, charges, and encumbrances of whatever nature (except for the Permitted Exceptions), the effect of which would have a materially adverse effect on Mortgagor, regardless of (i) whether the same arise voluntarily or involuntarily on the part of Mortgagor and (ii) whether the same are subordinate to, prior to, or on a parity with the lien of this Mortgage, and shall furnish to Mortgagee within ten (10) days of request satisfactory evidence of the payment and discharge of any such liens, charges, and encumbrances, asserted or claimed to exist against the Real Estate, excepting, however, any lien or encumbrance expressly consented to by Mortgagee with respect to which Mortgagor shall pay, when due, the indebtedness secured thereby and upon Mortgagee's request, furnish to Mortgagee satisfactory evidence of such payment or payments. Notwithstanding the foregoing, Mortgagor may, within ten (10) days after the filing thereof, contest any lien claim arising from any work performed, material furnished, or obligation incurred by Mortgagor upon furnishing Mortgagee security and indemnification reasonably satisfactory to Mortgagee for the final payment and discharge thereof.

6. Sale, Conveyance or Other Transfers. In the event Mortgagor shall, without the prior written consent of Mortgagee, which consent Mortgagee may, in its reasonable discretion, withhold, sell, transfer, convey, encumber, lease, or assign the title to all or any portion of the Real Estate, or the rents, issues, or profits therefrom, whether by operation of law, voluntarily, or otherwise, or shall contract to do any of the foregoing, then any of the foregoing acts, omissions, or occurrences shall constitute an event of default hereunder and Mortgagee, at his option, shall then have the unqualified right to accelerate the maturity of the Note, causing the full principal balance and accrued interest, to be immediately due and payable without notice to Mortgagor; and, in addition, Mortgagee shall also be entitled to pursue any and all rights and remedies granted hereunder or otherwise available to it, at law or in equity.

# UNOFFICIAL COPY

7. Stamp Tax. If at any time the United States government or any state, or municipal government shall require Internal Revenue or other documentary stamps hereon or on the Note secured hereby, or shall otherwise impose a tax or impose an assessment on this Mortgage or on the Note or shall require payment of an interest equalization tax upon the indebtedness secured hereby, then the said indebtedness and the accrued interest thereon shall be and become due and payable at the election of Mortgagee thirty (30) days after the mailing of notice of such election to Mortgagor, provided, however, said election shall be unavailing and this Mortgage and Note shall be and remain in effect, if Mortgagor lawfully may pay for such stamps or such tax including interest and penalties thereon to or on behalf of Mortgagee and Mortgagor does in fact pay, when payable, for all such stamps or such tax, as the case may be, including interest and penalties thereon. Discuss Applicability

8. Effect of Change in Laws Regarding Taxation. In the event of the enactment, after the date of this Mortgage, of any law of the state in which the Real Estate are located deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this Mortgage or the debt secured hereby or the holder thereof, then, and in any such event, Mortgagor, upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor; provided, however, that if, in the opinion of counsel for Mortgagee, (i) it might be unlawful to require Mortgagor to make such payment or (ii) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then, and in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable within thirty (30) days from the giving of such notice. Notwithstanding the foregoing, Mortgagor shall not be obligated to pay any portion of Mortgagee's federal or state income tax.

9. Mortgagee's Performance of Defaulted Acts. In case of default herein, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee. By way of illustration and not in limitation of the foregoing, Mortgagee may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise, or settle any tax lien, or other prior or junior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Real Estate or contest any tax or assessment. Mortgagee is hereby authorized to make or advance, in the place and stead of the Mortgagor, any payment relating to taxes, assessments, water rates, sewer rentals, and other governmental or municipal charges, fines, impositions, or liens asserted against the Real Estate and may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of the bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien, or title or claim thereof; and the Mortgagee is further authorized to make or advance in the place and stead of the Mortgagor any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, or charge, or payment otherwise relating to any other purpose herein and hereby authorized, but not enumerated in this

# UNOFFICIAL COPY

paragraph, and may do so whenever, in its judgment and discretion, such advance or advances shall seem necessary or desirable to protect the full security intended to be created by this instrument, and in connection with any such advance, Mortgagee, at his option, may and is hereby authorized to obtain a continuation report of title or title insurance policy prepared by a title insurance company of Mortgagee's choosing. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Mortgagee to protect the Real Estate and the lien hereof, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable by Mortgagor to Mortgagee without notice and with interest thereon at the Default Rate (as such term is defined in the Note). Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagor.

10. Eminent Domain. Any and all awards heretofore or hereafter made or to be made to the present and all subsequent owners of the Real Estate, by any governmental or other lawful authority for taking, by condemnation or eminent domain, the whole or any part of the Real Estate or any improvement located thereon or any easement therein or appurtenant thereto (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagee, to the extent of the amount of Mortgagor's liabilities, which award Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts and acquittance therefor. Mortgagor shall give Mortgagee immediate notice of the actual or threatened commencement of any such proceedings under condemnation or eminent domain, affecting all or any part of the said Real Estate or any easement therein or appurtenance thereof, including severance and consequential damage and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor shall make, execute, and deliver to Mortgagee, at any time or times upon request, free, clear, and discharged of any encumbrances of any kind whatsoever which may be reasonably removed by Mortgagor, any and all further assignments and instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning to Mortgagee all awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. The proceeds of all such awards shall be paid to Mortgagee and may be applied by Mortgagee, at its option, after the payment of all of its expenses in connection with such proceedings, including reasonable costs and attorneys' fees, to the reduction of the indebtedness secured hereby and to the extent then owned by Mortgagor.

11. Acknowledgment of Debt. Mortgagor shall furnish from time to time within seven (7) days after Mortgagee's request, a written statement, duly acknowledged, verifying the amount due under this Mortgage (as reflected on the books and records of Mortgagee) and whether any alleged offsets or defenses exist against the indebtedness secured by this Mortgage.

12. Assignment of Leases, Rents and Proceeds. (a) Mortgagor does hereby sell, assign, transfer and set over unto Mortgagee all right, title and interest of Mortgagor in and to all rents, issues, revenues, and profits of and from the Real Estate and all improvements made on to be made under, on and/or to the Real Estate, together with all right, title and interest of Mortgagor, if any, in and to any other leases or occupancy agreements whether existing and/or which may be hereafter entered into for all or any portion of the Real Estate (collectively, the



# UNOFFICIAL COPY

"Leases"), and any and all extensions and renewals thereof, and including any security deposits or interests therein now or hereafter held by Mortgagor and the benefit of any guarantees executed in connection with any of the Leases. The assignment hereunder is absolute and is effective immediately; however, until notice is sent by Mortgagee to the Mortgagor in writing that an event of default has occurred. Mortgagor may receive, collect and enjoy the rents, income and profits accruing from the Real Estate.

(b) Representations. Mortgagor represents and warrants that (i) it has made no prior assignment or pledge of the rents assigned hereby or of the Mortgagor's interest in any of the Leases; (ii) no default exists under the Leases and there exists no state of fact which, with the giving of notice or lapse of time or both, would constitute a default under the Leases; (iii) Mortgagor shall fulfill and perform each and every covenant and condition of the Leases by the lessor thereunder to be fulfilled or performed and, at the sole cost and expense of Mortgagor, enforce the performance and observance of each and every covenant and condition of the Leases by the lessee thereunder to be performed and observed; (iv) Mortgagor is the sole owner of the lessor's interest in and under the Leases; and (v) the Leases are valid and enforceable in accordance with its terms.

(c) Negative Covenants of Mortgagor. Mortgagor shall not without Mortgagee's prior written consent, (i) execute an assignment or pledge of the rents from the Real Estate or any part thereof, or of the Mortgagor's interest in any of the Leases, except to Mortgagee; (ii) modify, extend or otherwise alter the terms of the Leases, the effect of which would be to materially and adversely affect the value of the Leases as collateral to and for Mortgagee; (iii) in any manner impair the value of the Real Estate; or (iv) permit the Leases to become subordinate to any other lien other than a lien created under this Mortgage or a lien for general real estate taxes not delinquent.

(d) Affirmative Covenants of Mortgagor. Mortgagor shall at its sole cost and expense (i) at all times promptly and faithfully abide by, discharge or perform all of the covenants, conditions and agreements contained in the Leases; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the occupants to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases of the obligations, duties or liabilities of Mortgagor, as lessor, and of the occupants thereunder, and pay all costs and expenses of Mortgagee, including reasonable attorneys' fees in any such action or proceeding in which Mortgagee may appear; (iv) transfer and assign to Mortgagee any and all Leases subsequently entered into, upon the same terms and conditions as are herein contained, and make, execute and deliver to Mortgagee upon demand any and all instruments required to effectuate said assignment; (v) furnish to Mortgagee, within ten (10) days after a request by Mortgagee to do so, a written statement containing the terms of any Leases to which Mortgagor is a party, (vi) exercise within five (5) days of the demand therefor by Mortgagee any right to request from the lessee under any of the Leases a certificate with respect to the status thereof, provided that such Lease permits Mortgagor to require same; (vii) furnish Mortgagee promptly with copies of any notices of default which Mortgagor may at any time forward to any lessee of the Real Estate of any part thereof; and (viii) pay immediately upon demand all sums expended by Mortgagee under the authority hereof.

# UNOFFICIAL COPY

(e) Agreements of Mortgagor. (i) If Mortgagor fails to make any payment or to do any act as herein provided for, then Mortgagee, may but need not, and without releasing Mortgagor from any obligation hereof, make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Mortgagor in the Leases contained, and in exercising any such powers to incur and pay necessary costs and expenses, including reasonable attorneys' fees, all at the expense of Mortgagor.

(i) The assignment herein shall not operate to place responsibility for the control, management, care and/or repair of the Real Estate upon Mortgagee and Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, or under or by reason of this assignment, and Mortgagor shall and does hereby agree to indemnify and to hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except any such claims or demands resulting from the acts or actions of Mortgagee. Should Mortgagee incur any such liability, loss or damage under the Leases or under or by reason of this assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor with interest at the Default Rate provided in the Note upon demand, excepting any of the foregoing which result from the gross negligence or willful misconduct of the Mortgagee.

(ii) Nothing herein contained shall be construed as constituting Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the Real Estate by Mortgagee, pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor, excepting any of the foregoing which result from the gross negligence or willful misconduct of the Mortgagee.

(iii) A demand on any lessee by Mortgagee for the payment of the rent on any default claimed by Mortgagee shall be sufficient warrant to the lessee to make future payment of rents to Mortgagee without the necessity for further consent by Mortgagor.

(iv) Mortgagor specifically authorizes and instructs each and every present and future lessee of the whole or any part of the Real Estate to pay all unpaid rental agreed upon in any tenancy to Mortgagee upon receipt of demand from Mortgagee to pay the same, and Mortgagor hereby waives the right, claim or demand it may now or hereafter

# UNOFFICIAL COPY

have against any such lessee by reason of such payment of rental to Mortgagee or compliance with other requirements of Mortgagee pursuant to this assignment.

(v) Mortgagor hereby irrevocably appoints Mortgagee as its true and lawful attorney with full power of substitution and with full power for Mortgagee in its own name and capacity or in the name and capacity of Mortgagor, from and after the service of the Notice of any default not having been cured, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the subject Real Estate, and at Mortgagee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which Mortgagee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Occupants of the Real Estate are hereby expressly authorized and directed to pay any and all amounts due Mortgagor pursuant to the Leases directly to Mortgagee or such nominee as Mortgagee may designate in writing delivered to and received by such occupants who are expressly relieved of any and all duty, liability or obligation to Mortgagor in respect of all payments so made.

(vi) If any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Mortgagor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Mortgagee, and any check in payment of damages for termination or rejection of any such Lease shall be made payable both to Mortgagor and Mortgagee. Mortgagor hereby assigns any such payment to Mortgagee and further covenants and agrees that upon the request of Mortgagee, it shall duly endorse to the order of Mortgagee any such check, the proceeds of which shall be applied to whatever portion of the indebtedness secured by this assignment Mortgagee may elect.

(f) Mortgagee's Rights Upon Default. Upon the occurrence of an event of default, Mortgagee may, at his option, from and after the Notice and expiration of applicable period of grace, if any, and without regard to the adequacy of the security for the indebtedness hereby secured, either in person, or by agent with or without bringing any action or proceeding, or by receiver to be appointed by a court, enter upon, take possession of, manage and operate the Real Estate or any part thereof; and do any acts which Mortgagee deems proper to protect the security hereof; and, either with or without taking possession of the Real Estate, in the name of Mortgagor or in its own name sue for or otherwise collect and receive such rents, issues, profits, and advances, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, but not being limited to, reasonable attorneys' fees, management fees and broker's commissions, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. Mortgagee reserves, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, and shall not be accountable for more monies than it actually receives from the Real Estate. The entering upon and taking possession of the Real Estate or the collection of such rents, issues, profits and advances and the application thereof, as aforesaid, shall not cure or waive any default under the Note. Mortgagor agrees that it shall

# UNOFFICIAL COPY

facilitate in all reasonable ways Mortgagee's collection of such rents, and shall, upon request by Mortgagee, promptly execute a written notice to each lessee directing the lessee to pay rent to Mortgagee.

(g) Cumulative Remedies. No remedy conferred upon or reserved to Mortgagee herein or in any other agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy, and all representations herein and in the Note contained shall be cumulative and concurrent, and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. The remedies may be pursued singly, successively or together against the Mortgagor and/or the Real Estate at the sole discretion of Mortgagee.

(h) Right to Collect Rents. As long as Mortgagor shall not be in default hereunder, Mortgagor shall have the right to collect upon, but not prior to accrual all rents, issues, profits and advances from the Real Estate and to retain, use and enjoy the same.

13. Inspection of Real Estate. Mortgagor shall permit Mortgagee or its agents to inspect the Real Estate at all reasonable times, and access thereto shall be permitted for such purpose.

14. Partial Invalidity. Mortgagor and Mortgagee intend and believe that each provision in this Mortgage and the Note comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this Mortgage or the Note is found 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 portion, provision or provisions of this Mortgage or the Note to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Mortgagor and Mortgagee that such portion, provision or provisions shall be given force to the fullest possible extent that it or they are legal, valid and enforceable, that the remainder of this Mortgage and the Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interest of Mortgagor and Mortgagee under the remainder of this Mortgage and the Note shall continue in full force and effect. If, under the circumstances, interest in excess of the limit allowable by law shall have been paid by Mortgagor in connection with the loan evidenced by the Note, such excess shall be applied by Mortgagee to the unpaid principal balance of the Note or refunded to Mortgagor in the manner to be determined by Mortgagee and if any such excess interest has accrued, Mortgagee shall eliminate such excess interest so that under no circumstances shall interest on the loan evidenced by the Note exceed the maximum rate allowed by law.

15. Subrogation. In the event the proceeds of the loan made by Mortgagee to Mortgagor, or any part thereof, or any amount paid out or advanced by Mortgagee, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior lien or encumbrance upon the Real Estate or any part thereof, then Mortgagee shall be subrogated to such other lien or encumbrance and to any additional security held by the holder thereof and shall have the benefit of the priority of all of same.



# UNOFFICIAL COPY

16. Mortgagee's Right to Deal With Transferee. In the event of the voluntary sale, or transfer by operation of law, or otherwise, of all or any part of the Real Estate, Mortgagee is hereby authorized and empowered to deal with such vendee or transferee with reference to the Real Estate, or the debt secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might with Mortgagor, without in any way releasing or discharging Mortgagor from Mortgagor's covenants and/or undertakings hereunder, including, without limitation, without Mortgagee waiving its right to accelerate payment under the Note as set forth in herein.

17. Execution of Security Agreement and Financing Statement. Mortgagor, within ten (10) days after request by mail, shall execute, acknowledge, and deliver to Mortgagee a Security Agreement, Financing Statement, or other similar security instrument, in form satisfactory to Mortgagee, covering all property on the Real Estate, of any kind whatsoever owned by Mortgagor, concerning which there may be any doubt as to whether the title to same has been conveyed by or a security interest therein perfected by this Mortgage under the laws of the State of Illinois and shall further execute, acknowledge, and deliver any financing statement, affidavit, continuation statement, or certificate or other documents as Mortgagee may request in order to perfect, preserve, maintain, continue, and extend the security instrument. Mortgagor further agrees to pay to Mortgagee, on demand, all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing, and refiling of any such document. To the extent that this instrument may operate as a security agreement under the Uniform Commercial Code, Mortgagee shall have all rights and remedies conferred therein for the benefit of a Secured Party (as said term is defined in the Uniform Commercial Code).

18. Releases. Mortgagee, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens, may release any part of the Real Estate or any person liable for any indebtedness secured hereby, without in any way affecting the liability of any party to the Note and this Mortgage or guaranty, if any, given as additional security for the indebtedness secured hereby and without in any way affecting the priority of the lien of this Mortgage, and may agree with any party obligated on said indebtedness herein to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien created by this Mortgage, or reduce or modify the liability, if any, of any person or entity personally obligated for the indebtedness secured hereby, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to the indebtedness secured by this Mortgage.

19. Expenses Incurred by Mortgagee. Any costs, damages, expenses or fees, including reasonable attorneys' fees, incurred by Mortgagee in connection with (i) sustaining the lien of this Mortgage or its priority, (ii) protecting the Real Estate, (iii) protecting or enforcing any of Mortgagee's rights hereunder, (iv) recovering any indebtedness secured hereby, (v) any litigation or proceedings (including, but not limited to, bankruptcy, probate and administrative law proceedings) affecting this Mortgage, the Note, or the Real Estate, and/or and guaranty given as additional security for the indebtedness secured hereby (vii) preparing for the commencement, defense or participation in any threatened litigation or proceedings as aforesaid, or as otherwise provided herein, shall be so much additional indebtedness secured hereby and shall be



# UNOFFICIAL COPY

immediately due and payable by Mortgagor, without notice, with interest thereon at the Default Rate set forth in the Note.

## 20. Remedies on Default.

(a) Events of Default. The occurrence of any one or more of the following events shall constitute a default under this Mortgage: (i) the failure by Mortgagor to pay when due any installment of principal or interest, or any other amount payable pursuant to the Note, or this Mortgage or (ii) failure by Mortgagor to properly perform any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor under this Mortgage and such failure continues for thirty (30) days following written notice to Mortgagor; provided, however, that such period shall be extended for an additional forty-five (45) days if such default is not capable of being cured in the first thirty (30) day period and Mortgagor is diligently attempting to remedy such default; or (iii) the occurrence of any one or more of the "Event of Default" under and as defined by the Note.

(b) Remedies. In addition to any other remedy herein specified, if any default under this Mortgage shall occur, Mortgagee may, at its option, (i) declare the entire indebtedness secured hereby to be immediately due and payable, without notice or demand (each of which is hereby expressly waived by Mortgagor) whereupon the same shall become immediately due and payable, (ii) institute proceedings for the complete foreclosure of this Mortgage, (iii) institute proceedings to collect any delinquent installment or installments of the indebtedness secured hereby without accelerating the due date of the entire indebtedness by proceeding with foreclosure of this Mortgage with respect to any delinquent installment or installments of such indebtedness only and any sale of the Real Estate under such a foreclosure proceeding shall be subject to and shall not affect the unmatured part of the indebtedness and this Mortgage shall be and continue as a lien on the Real Estate securing the unmatured indebtedness, (iv) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or in this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect, or (v) enforce this Mortgage in any other manner permitted under the laws of the state in which the Real Estate are situated.

(c) Expense of Litigation. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of Mortgagee under this Mortgage, and the Note there shall be allowed and included, as additional indebtedness in the judgment or decree, all expenditures and expenses which may reasonably be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all 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 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 value of the Real Estate.

# UNOFFICIAL COPY

(d) Mortgagee's Right of Possession in Case of Default. In any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings whether or not the entire principal sums secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Real Estate, or any part thereof, personally or by his agent or attorneys, as for condition broken and Mortgagee in his discretion may enter upon and take and maintain possession of all or any part of said Real Estate, together with all documents, books, records, papers, and accounts of Mortgagor or the then manager of the Real Estate relating thereto, and may exclude Mortgagor, its agents, or servants, wholly therefrom and may, as attorney in fact or agent of Mortgagor, or in its own name as Mortgagee and under the powers herein granted: (i) hold, operate, manage, and control the Real Estate and conduct the business, if any, thereof, either personally or by his agents, and with full power to use such measures, legal or equitable, as in his discretion or in the discretion of his successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Real Estate, including, without limitation, actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor, (ii) cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same, (iii) elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof, (iv) extend or modify any then existing leases and make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Real Estate are subject to the lien hereof and to be also binding upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser, (v) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Real Estate as to Mortgagee may seem judicious, (vi) insure and reinsure the Real Estate and all risks incidental to Mortgagee's possession, operation, and management thereof, and (vii) receive all avails, rents, issues and profits.

(e) Application of Rental Proceeds. Any avails, rents, issues and profits of the Real Estate received by Mortgagee after having possession of the Real Estate, or pursuant to any assignment thereof to Mortgagee under the provisions of this Mortgage shall be applied in payment of or on account of the following, in such order as Mortgagee (or in case of a receivership, as the court) may determine: (i) to the payment of the operating expenses of the Real Estate, including reasonable compensation to Mortgagee or the receiver and its agent or agents, if management of the Real Estate has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases and the payment of premiums on insurance hereinabove authorized, (ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the Real Estate, or which may become a lien prior to the lien of

# UNOFFICIAL COPY

this Mortgage, (iii) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of said Real Estate, including the cost from time to time of installing or replacing personal property or fixtures necessary to the operation of the Real Estate, and of placing said property in such condition as will, in the judgment of Mortgagee or receiver, make the Real Estate readily rentable, (iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale, or (v) with respect to any overplus or remaining funds, to the Mortgagor, their successors, or assigns, as their rights may appear.

(f) Appointment of Receiver. Upon or at any time after the filing of any complaint to foreclose this Mortgage, Mortgagor consents upon application by Mortgagee to the appointment of a receiver of the Real Estate, such appointment may be made either before or after sale without notice and without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby and without regard to the then value of the Real Estate or whether the same shall be then occupied as a homestead or not, and without bond being required of the applicant. Such receiver shall have the power to take possession, control, and care of the Real Estate and to collect the rents, issues, and profits of the Real Estate during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption (provided that the period of redemption has not been waived by Mortgagor), as well as during any further times when Mortgagor, its heirs, administrators, executors, successors, or assigns, 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 useful in such cases for the protection, possession, control, management, and operation of the Real Estate, during the whole of said period. To the extent permitted by law, said receiver may be authorized by the court to extend or modify any then existing leases and to make new leases, which extensions, modifications, and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder it being understood and agreed that any such leases and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Real Estate are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser.

(g) Sale of Real Estate. Any Real Estate or any interest or estate therein sold pursuant to any court order or decree obtained pursuant to the Mortgage shall be sold in one parcel, as an entirety, or in such parcels and in such manner or order as Mortgagee in its sole discretion, may elect, to the maximum extent permitted by the laws of the state in which the Real Estate are situated. At any such sale, Mortgagee may bid for and acquire, as Purchaser, the Real Estate or any part thereof, and in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the indebtedness due the amount of Mortgagee's bid.

(h) Application of Proceeds From Foreclosure Sale. The proceeds of any foreclosure sale of the Real Estate shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in paragraph 20(c) hereof, (ii) all other items which,



# UNOFFICIAL COPY

under the terms hereof, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon, at the default interest rate, (iii) all principal and interest remaining unpaid on the Note, and (iv) any overplus to Mortgagor, his successors or assigns, as their rights may appear.

(i) Application of Deposits Held by Mortgagee. With respect to any deposits made with or held by Mortgagee or any depository pursuant to any of the provisions of this Mortgage, in the event of a default in any of the provisions contained in this Mortgage or in the Note secured hereby, Mortgagee may, at his option, without being required to do so, apply any monies or securities which constitute such deposits on any of Mortgagor's obligations herein or in the Note contained in such order and manner as Mortgagee may elect. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Mortgagee or to the then owner or owners of the Real Estate. Such deposits are hereby pledged as additional security for the prompt payment of the Note and any other indebtedness hereunder and shall be held to be irrevocably applied by the depository for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagor.

(j) Waiver of Statutory Rights. Mortgagor shall not apply for or avail itself of any appraisal, valuation, redemption, stay, extension, or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives, to the extent permitted by law, the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Real Estate marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Real Estate sold as an entirety.

(k) Waiver of Defenses. No action for the enforcement of the lien of this Mortgage shall be subject to any defense which would not be good and available to the party interposing the same in an action of law upon the Note.

(l) Partial Payments. Acceptance by Mortgagee of any payment which is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of Mortgagee's right to exercise his option to declare the whole of the principal sums then remaining unpaid, together with all accrued interest thereon, immediately due and payable without notice, or any other rights of the Mortgagee at that time or any subsequent time, nor nullify any prior exercise of such option or such rights of Mortgagee without its express consent except and to the extent otherwise provided by law.

(m) Tender of Payment After Acceleration. Upon default by Mortgagor and following the acceleration of maturity as aforesaid, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby made at any time prior to foreclosure sale by Mortgagor, its successors or assigns shall be deemed to be a voluntary prepayment hereunder. In case, after legal proceedings are instituted to foreclose the lien of this Mortgage, tender is made of the entire indebtedness due hereunder, Mortgagee shall be entitled to reimbursement for expenses incurred in connection with such legal proceedings, including such expenditures as are enumerated above, and such expenses shall be so much additional indebtedness secured by

# UNOFFICIAL COPY

this Mortgage, and no such suit or proceedings shall be dismissed or otherwise disposed of until such fees, expenses and charges shall have been paid in full.

(n) Delays and Omissions. No delay in the exercise of or failure to exercise any remedy or right accruing or any default under this Mortgage shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or of a different nature.

(o) Rescission of Election. Acceleration of maturity, once made by Mortgagee may, at the option of Mortgagee be rescinded, and any proceedings brought to enforce any rights or remedies hereunder may, at Mortgagee's option, be discontinued or dismissed, whereupon in either of such events, Mortgagor and Mortgagee shall be restored to their former positions, and the rights, remedies and power of Mortgagee shall continue as if such acceleration had not been made or such proceedings had not been commenced, as the case may be.

(p) Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee as provided in the Note, in this Mortgage and in the guaranty of any guarantor shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor, any guarantor or the Real Estate, or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise, all to the maximum extent permitted by the laws of the state in which the Real Estate are situated. If Mortgagee elects to proceed under one right or remedy under this Mortgage or the Note, Mortgagee may at any time cease proceeding under such right or remedy, and proceed under any other right or remedy under this Mortgage or the Note.

21. Giving of Notice. All notices that are either required or contemplated in connection with this Mortgage shall be in writing, and shall be deemed given upon the earlier of the actual receipt thereof and forty-eight (48) hours after mailing the same to the address first above written with postage prepaid via certified first class mail return receipt requested. By notice complying with the foregoing provisions of this section, Mortgagor and Mortgagee may from time to time change their respective address for notice purposes, except that any such notice shall not be deemed delivered until actually received. Notwithstanding the foregoing, notices may also be (a) personally delivered by hand, in which case notice shall be deemed given upon receipt, (b) by overnight courier service (for example, Federal Express), in which case notice shall be deemed given upon the earlier of actual receipt thereof and forty-eight (48) hours after depositing same with such overnight courier.

22. Time is of the Essence. It is specifically agreed that time is of the essence of this Mortgage. The waiver of the options or obligations secured hereby shall not at any time thereafter be held to be abandonment of such rights.

23. Mortgagee's Lien for Service Charge and Expenses. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures (in addition to any loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses, and advances due to or incurred by the Mortgagee in connection with this transaction.



# UNOFFICIAL COPY

24. Modifications. This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

25. Covenants to Run with the Land. All the covenants hereof shall run with the land.

26. Captions. The captions and headings of various paragraphs are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

27. Construction. This Mortgage and the rights and indebtedness hereby secured shall be construed and enforced according to the laws of the State of Illinois.

28. Binding on Successors and Assigns; etc. This Mortgage and all provisions hereof shall extend and be binding upon Mortgagor's successors and assigns and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include and refer to (in addition to Mortgagor) all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "Mortgagee" when used herein shall include the heirs, administrators, successors and assigns of the Mortgagee named herein, and the holder or holders, from time to time, of the Note secured hereby. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

29. Further Assurances. Mortgagor shall execute, acknowledge and deliver to Mortgagee and to any subsequent holder from time to time upon demand (and pay the costs of preparation and recording thereof) any further instrument or instruments, including, but not limited to, mortgages, security instruments, financing statements, assignments and renewal and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured and the lien of Mortgagee to all or any part of the Real Estate intended to be hereby mortgaged, whether now mortgaged, later substituted for, or acquired subsequent to the date of this Mortgage and extensions or modifications thereof, and will do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage. Nothing contained in this paragraph, however, shall be construed so as to increase the obligations of the Mortgagor beyond those which might arise pursuant to this Mortgage and the Note secured hereby.

30. Recording and Filing. Mortgagor, at its own expense, will cause this Mortgage and all supplements thereto for which constructive notice must be given to protect Mortgagee, at all times to be recorded and filed, and re-recorded and refiled, in such manner and in such places as Mortgagee shall reasonably request, and will pay all such recording, filing rerecording, refiling taxes, fees and other charges to the maximum extent permitted by the laws of the state in which the Real Estate are situated.

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Mortgagor has caused these presents to be signed this  
3 day of DEC, 2008.

MORTGAGOR:

C S C & P, Inc.

By: 

Charon A. Frazier

Its: President

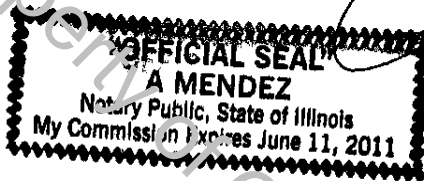
Property of Cook County Clerk's Office

## UNOFFICIAL COPY

STATE OF ILLINOIS     )  
                                       )  
 COUNTY OF COOK        )     SS

I, A. MENDEZ, a Notary Public, in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Charon A. Frazier President of C S C & P, Inc., an Illinois corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3 day of DEC, 2008.



A. Mendez  
 NOTARY PUBLIC

My commission expires 6-11-2011

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

**PARCEL 2** LOTS 6, 7, 8 AND 9 IN BLOCK 19, IN MASONIC ADDITION TO HARVEY, A SUBDIVISION OF LOTS 3 AND 4 OF RAVENSLOOT'S SUBDIVISION OF LOTS 2 TO 7, INCLUSIVE, AND 15, IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 3** LOT 14, (EXCEPT THE NORTH 10 FEET), LOT 15 AND LOT 16 (EXCEPT THE SOUTH 5 FEET), IN BLOCK 6, IN MASONIC ADDITION TO HARVEY, A SUBDIVISION OF LOTS 3 AND 4 IN RAVENSLOOT'S SUBDIVISION OF LOTS 2 TO 7, INCLUSIVE, AND LOT 15, IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4** LOTS 3, 4, 7, 8, 9 AND 10, IN BLOCK 2, IN MCMAHON'S ADDITION TO HARVEY, A SUBDIVISION OF LOT 7 OF RAVENSLOOT'S SUBDIVISION OF LOTS 2 TO 7 AND 15, OF SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART BEGINNING IN THE NORTH LINE OF LOT 7 AT A POINT 378 FEET EAST OF THE NORTHWEST CORNER THEREOF; THENCE EAST ALONG THE NORTH LINE 106 FEET; THENCE SOUTH 163.3 FEET; THENCE WEST 106 FEET; THENCE NORTH 163.3 FEET TO THE PLACE OF BEGINNING) IN AFORESAID SECTION 16, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### **PERMANENT INDEX NUMBERS**

#### **PARCEL 2**

LOT 6	29-16-105-024-0000
LOT 7	29-16-105-025-0000
LOT 8	29-16-105-026-0000
LOT 9	29-16-105-027-0000

#### **PARCEL 3**

LOTS 14	29-16-120-082-0000
LOTS 15 AND 16	29-16-120-072-0000

#### **PARCEL 4**

LOT 10	29-16-206-001-0000
--------	--------------------

# UNOFFICIAL COPY

LOT 9 29-16-206-002-0000  
LOT 8 29-16-206-003-0000  
LOT 7 29-16-206-004-0000  
LOT 4 29-16-206-007-0000  
LOT 3 29-16-206-008-0000

