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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1102622000 Fee: \$62.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/26/2011 08:07 AM Pg: 1 of 13

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 14-07-313-001-0000

Address:

Street: 2215-22 West Argyle Ave/1949-55 North Bell

Street line 2:

City: Chicago

State: IL

ZIP Code: 60625

Lender: US Bank

Borrower: William R Wedrick and Deanna Wedrick

Loan / Mortgage Amount: \$4,398,336.57

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

YES
13
NO
NO
YES
YES
J.H.

Certificate number: 3801F2CF-DDE2-4397-8CA6-134837DF5A55

Execution date: 07/01/2010

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MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS

This Mortgage dated July 1, 2010, between William R. Wedrick and Deanna Wedrick, 1729 South Washington Avenue, Park Ridge, Illinois 60068 (hereinafter referred to as "Mortgagors") and U.S. Bank National Association, a national banking association, as successor-in-interest to the Federal Deposit Insurance Corporation, Receiver for Park National Bank, with offices at 11 West Madison Street, Oak Park, Illinois 60302 (hereinafter referred to as "Mortgagee");

WITNESSETH THAT:

WHEREAS, Mortgagors are justly and truly indebted to Mortgagee in the aggregate principal sum of FOUR MILLION THREE HUNDRED NINETY EIGHT THOUSAND THREE HUNDRED THIRTY SIX DOLLARS AND 57/100 (\$4,398,336.57) as evidenced by three (3) Promissory Notes each dated December 1, 2009, as modified by Loan Extension and Modification Agreements of even date herewith, wherein Mortgagors jointly and severally promise to pay said principal sum together with interest thereon prior to maturity at the rate per annum specified therein, each the Promissory Note as amended by the Loan Extension and Modification Agreement, having a maturity date on which all principal and interest not required to be sooner paid is required to be paid, of July 13, 2013 (such Promissory Notes and Loan Modification Agreements, and any and all notes and/or modifications that may hereafter be issued in renewal thereof or in substitution or replacement thereof being hereinafter referred to as the "Notes");

NOW, THEREFORE, to secure the payment of the principal and interest on the Notes as and when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms and the observance and performance of all covenants and agreements contained herein or in the Notes or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities being hereinafter collectively referred to as the "indebtedness hereby secured"), Mortgagors do hereby grant, bargain, sell, convey, mortgage, assign, and pledge unto Mortgagee, its successors and assigns, and grant to Mortgagee, its successors and assigns a security interest in the properties, rights, interest and privileges described in Granting Clauses I, II, III, IV, V and VI below, all of the same being collectively referred to herein as the "Mortgaged Premises":

GRANTING CLAUSE I

That certain real estate lying and being in County of Cook and State of Illinois more particularly described in Schedule I attached hereto and made a part hereof.

GRANTING CLAUSE II

All buildings and improvements of every kind and description heretofore or hereafter erected or placed on the property described in Granting Clause I and all material intended for construction, reconstruction, alteration and repairs of the buildings and improvements nor or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said real estate, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever not or hereafter attached to or contained or used or useful in connection with said real estate and the buildings and improvements now or hereafter attached to or contained in or used and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including but not limited to all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, and sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets other furnishing,

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equipment and personal property used or useful in the operation, maintenance and protection of the said real estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are or shall be attached to said real estate, buildings or improvements in any manner; it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and for the purpose of this Mortgage to be real estate and covered by this Mortgage; and as to the balance of the property aforesaid, this Mortgage is hereby deemed to be as well a Security Agreement under the provisions of the Uniform Commercial Code for the purpose of creating hereby a security interest in said property, which is hereby granted by Mortgagors as debtor to Mortgagee as secured party, securing the indebtedness hereby secured. The addresses of Mortgagors (debtor) and Mortgagee (secured party) appear at the beginning hereof.

GRANTING CLAUSE III

All right, title and interest of Mortgagors now owned or hereafter acquired in and to the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any wise appertaining to the property described in the preceding Granting Clause I and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Mortgagors in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof of, or under any contracts or options for the sale of all or any part of, said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Mortgagors under the provisions of such leases or other agreements nor shall such obligations be imposed upon Mortgagee. By acceptance of this Mortgage, Mortgagee agrees, not as a limitation or condition hereof, but as a personal covenant available only to Mortgagors, that until an event of default (as hereinafter defined) shall occur giving Mortgagee the right to foreclose this Mortgage, Mortgagors may collect, receive (but not more than 30 days in advance) and enjoy such rents.

GRANTING CLAUSE IV

All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the property described in Granting Clause I or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right, whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively "Condemnation Awards").

GRANTING CLAUSE V

All property and rights, if any, which are by the express provisions of this instrument required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter, by installation or writing of any kind, be subjected to the lien hereof by Mortgagors or by anyone in Mortgagors' behalf.

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GRANTING CLAUSE VI

All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Mortgagors and any after-acquired titled or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the property described in Granting Clause I or any part thereof.

TO HAVE AND TO HOLD the Mortgaged Premises and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, pledged and assigned, and in which a security interest is granted, or intended so to be, unto Mortgagee, its successors and assigns, forever; provided, however, that this instrument is upon the express condition that if the principal of and interest on the Notes shall be paid in full and all other indebtedness hereby secured shall be fully paid and performed, then this instrument and the estate and rights hereby granted shall cease, determine and be void and this instrument shall be released by Mortgagee upon the written request and at the expense of Mortgagors.

Mortgagors hereby covenant and agree with Mortgagee as follows:

1. Payment of the Indebtedness. The indebtedness hereby secured will be promptly paid as an when the same becomes due.
2. Further Assurances. Mortgagors will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectively the purpose of this instrument and, without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the Granting Clauses hereof or intended so to be.
3. Possession. While Mortgagors are not in default hereunder, Mortgagors shall be suffered and permitted to remain in full possession, enjoyment and control of the mortgaged premises, subject always to the observance and performance of the terms of this instrument.
4. Payment of Taxes and Insurance and Escrow Accounts.
 - (a) Subject to the requirements of paragraph 4 (b) below, Mortgagors shall pay before any penalty attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed, imposed or charged on or against the mortgaged premises or any part thereof in which, if unpaid might by law become a lien or charge upon the mortgaged premises or any part thereof, and shall, upon written request, exhibit to Mortgagee official receipts evidencing such payments, except that, unless and until foreclosure, distraint, sale or other similar proceedings shall have been commenced, no such charge or claim need be paid if being contested (except to the extent any full or partial payment shall be required by law) by appropriate proceedings which shall operate to prevent the collection thereof or the sale or forfeiture of the mortgaged premises or any part thereof to satisfy the same, conducted in good faith with due diligence, and if mortgagors shall have furnished such security, if any, as may be required in the proceedings or requested by Mortgagee, as may be reasonable.
 - (b) Subject to applicable law, Mortgagors shall pay to Mortgagee on the day the monthly installment payments of principal and interest are payable under the Notes, until the Notes are fully paid, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this mortgage, plus one-twelfth of the yearly premium for hazard insurance on the mortgaged premises, all as reasonably estimated initially and from time to time by Mortgagee. Mortgagee will apply the Funds to pay taxes, assessments and insurance premiums on the mortgaged premises as such become due. No interest will be paid by Mortgagee on the Funds. The Funds are pledged as additional collateral for the indebtedness hereby secured. If at any time Mortgagee should deem the Funds then held by it to be insufficient to satisfy taxes, assessments and premiums as they fall due, Mortgagee may require Mortgagors to (i) pay any deficiency within 30 days of notice thereof, (ii) increase the reserve and the amount of the Funds paid monthly to Mortgagee within 30 days of notice thereof. Upon payment in full of all of the indebtedness hereby secured, Mortgagee shall promptly refund to Mortgagors, or their order, any of the Funds held by Mortgagee.

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5. Payment of Taxes on Notes, Mortgage or Interest of Mortgagee. Mortgagors agrees that if any tax, assessment, or imposition upon this mortgage for the indebtedness hereby secured or the Notes or the interest of Mortgagee in the mortgaged premises or upon Mortgagee by reason of or as a holder of any of the foregoing (including, without limitation, corporate privilege, franchise and excise taxes, but excepting therefrom any income tax on interest payments on the principal portion of the indebtedness hereby secured imposed by the United States or any state) is levied, assessed or charged, then, unless all such taxes are paid by the Mortgagors to, for or on behalf of Mortgagee as they become due and payable (which Mortgagors agrees to do upon demand of Mortgagee, to the extent permitted by law), or Mortgagee is reimbursed for any such sum advanced by Mortgagee, all sums hereby secured shall become immediately due and payable, at the option of Mortgagee upon thirty days' notice to Mortgagors, notwithstanding anything contained herein or in any law heretofore or hereafter enacted, including any provision hereof forbidding Mortgagors from making such payment. Mortgagors agree to exhibit to Mortgagee, upon request, official receipts showing payment of all taxes and charges which Mortgagors are required to pay hereunder.

6. Insurance. Mortgagors will, at their own expense, keep all buildings, improvements, equipment and other property now or hereafter constituting part of the mortgaged premises insured against loss or damage by fire, lightning, windstorm, explosion and such other risks as are usually included under extended coverage policies, or which are usually insured against by owners of like property in amounts sufficient to prevent Mortgagors or Mortgagee from becoming a co-insurer of any partial loss under applicable policies, and in any event not less than the full insurable value (actual replacement value without deduction for physical depreciation) thereof, all under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the usual standard non-contributory form of mortgage clause to be attached to each policy. Mortgagors shall not carry separate insurance concurrent in kind or form and contributing in the event of loss, with any insurance required hereby. Mortgagors shall also obtain and maintain public liability, property damage and workmen's compensation insurance in each case in form and content satisfactory to Mortgagee and in amounts as are customarily carried by owners of like property and approved by Mortgagee. Mortgagors shall also obtain and maintain such other insurance with respect to the mortgaged premises in such amounts and against such insurable hazards as Mortgagee from time to time may reasonably require. All insurance required hereby shall be maintained with good and responsible insurance companies satisfactory to Mortgagee and shall not provide for any deductible amount not approved in writing by Mortgagee, shall provide that any losses shall be payable notwithstanding any act or negligence of Mortgagors or either of them, shall provide that no cancellation thereof shall be effective until at least thirty days after receipt by Mortgagors and Mortgagee of written notice thereof, and shall be satisfactory to Mortgagee in all other respects. Upon the execution of this mortgage and thereafter not less than fifteen days prior to the expiration date of any policy delivered pursuant to this instrument, Mortgagors will deliver to Mortgagee originals of any policy or renewal policy, as the case may be, required by this instrument, bearing notations evidencing the payment of all premiums. In the event of foreclosure, Mortgagors authorize and empower Mortgagee to effect insurance upon the mortgaged premises in amounts aforesaid for a period covering the time of redemption, if any, from foreclosure sale provided by law, and if necessary therefor to cancel any or all existing insurance policies.

7. Damage to or Destruction of Mortgaged Premises.

(a) Notice. In case of any material damage to or destruction of mortgaged premises or any part thereof, Mortgagors shall promptly give written notice thereof to Mortgagee, generally describing the nature and extent of such damage or destruction.

(b) Restoration. In case of any damage to or destruction of the mortgaged premises or any part thereof, Mortgagors, whether or not the insurance proceeds, if any, received account of such damage or destruction shall be sufficient for the purpose, at Mortgagor's expense, will promptly commence and complete (subject to unavoidable delays occasioned by strikes, lock-outs, acts of God, inability to obtain labor or materials, governmental restrictions and similar clauses beyond the reasonable control of Mortgagors) the restoration, replacement or rebuilding of the mortgaged premises as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

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(c) Adjustment of Loss. Mortgagors hereby authorize Mortgagee, at Mortgagee's option, to adjust and compromise any losses under any insurance afforded, but unless Mortgagee elects to adjust the losses as aforesaid, such adjustment and/or compromise shall be made by Mortgagors, subject to final approval of Mortgagee in the case of losses exceeding \$10,000.00.

(d) Application of Insurance Proceeds. Net insurance proceeds received by Mortgagee under the provisions of this mortgage or any instrument supplemental hereto or thereto or under any policy or policies of insurance covering the mortgaged premises or any part thereof shall first be applied toward the payment of the amount owing on the indebtedness hereby secured in such order of application as Mortgagee may elect whether or not the same may then be due or be otherwise adequately secured; provided, however, that Mortgagee shall have the right, but not the duty, to release the proceeds thereof for use in restoring the mortgaged premises or any part thereof for or on behalf of Mortgagors in lieu of applying said proceeds to the indebtedness hereby secured and for such purpose may do all acts necessary to complete such restoration, including advancing additional funds, and any additional funds so advanced shall constitute part of the indebtedness hereby secured and shall be payable on demand with interest at the rate of interest the Notes bears at the time funds are advanced.

8. Eminent Domain. Mortgagors acknowledge that condemnation awards have been assigned to Mortgagee, which award Mortgagee is hereby irrevocably authorized to collect and receive, and to give appropriate receipts and acquittances therefore and at Mortgagee's option, to apply the same toward the payment of the amount owing on account of the indebtedness hereby secured in such order of application as Mortgagee may elect and whether or not the same may then be due and payable or otherwise adequately secured, and Mortgagors covenant and agree that Mortgagors will give Mortgagee immediate notice of the actual or threatened commencement of any proceedings under condemnation or eminent domain affecting all or any part of the mortgaged premises including any easement therein or appurtenants thereof or severance and consequential damage and change in grade of streets and will deliver to Mortgagee copies of any and all papers served in connection with any such proceedings.

9. Construction, Repair, Waste, etc. Mortgagors agree that no building or other improvement on the mortgaged premises and constituting a part thereof shall be altered, removed or demolished nor shall any fixtures or appliances on, in or about said buildings or improvements be severed, removed, sold or mortgaged, without the consent of Mortgagee and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby, Mortgagors covenants that the same will be replaced promptly by similar features, chattels and articles of personal property at least equal in quality and condition to those replaced, free from any security interest in or encumbrance thereon or reservation of title thereto; to permit, commit or suffer no waste, impairment or deterioration of the mortgaged premises or any part thereof; to keep and maintain said mortgaged premises and every part thereof in good and first-class repair and condition; to effect such repairs as Mortgagee may reasonable require and from time to time to make all needful and proper replacement and additions so that said buildings, fixture, machinery and appurtenances will, at all times, be in good and first-class condition, fit and proper for the respective purposes for which they were originally erected or installed; to comply with all statutes, orders, requirements or decrees relating to the mortgaged premises by any federal, state or municipal authorities; to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the mortgaged premises or which have been granted to or contracted for by Mortgagors in connection with any existing or presently contemplated use of the mortgaged premises or any part thereof and not to initiate or acquiesce in any changes to or terminations of any of the foregoing or of zoning classifications affecting the use to which the mortgaged premises or any part thereof may be put without the prior written consent of Mortgagee; and to make no material alterations in or improvements or additions to the mortgaged premises except as required by governmental authority or as permitted by Mortgagee.

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10. Liens and Encumbrances. Mortgagors will not, without the prior written consent of Mortgagee, directly or indirectly, create or suffer to be created or to remain and will discharge or promptly cause to be discharged any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to the mortgaged premises or any part thereof, whether superior or subordinate to the lien hereof.

11. Right of Mortgagee to Perform Mortgagors' Covenants, etc. If Mortgagors shall fail to make any payment or perform any act required to be made or performed hereunder, Mortgagee, without waiving or releasing any obligation or default, may (but shall be under no obligation to), at any time thereafter, make such payment or perform such act for the account and at the expense of Mortgagors, and may enter upon the mortgaged premises or any part thereof for such purpose and may take all such action thereon as, in the opinion of Mortgagee, may be necessary or appropriate therefore. All sums to be paid by Mortgagee and all costs and expenses (including, without limitation, reasonable attorneys fees and expenses) so incurred, together with interest thereon from the date of payment or incurrence at the interest rate applicable to the Notes on such date, shall constitute so much additional indebtedness hereby secured and shall be paid by Mortgagors to Mortgagee on demand. Mortgagee, in making any payment authorized under this section relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof. Mortgagee, in performing any act hereunder, shall be the sole judge of whether Mortgagors are required to perform same under the terms of this mortgage.

12. After-Acquired Property. Any and all property hereafter required which is of the kind or nature herein provided, or intended to be and become subject to the lien hereof shall ipso facto, and without any further conveyance, assignment or act on the part of Mortgagors, become and be subject to the lien of this mortgage as fully and completely as those specifically described herein; but nevertheless Mortgagors shall from time to time, if requested by Mortgagee, execute and deliver any and all such further assurances, conveyances and assignments as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting to the lien of this mortgage all such property.

13. Inspection by Mortgagee. Mortgagee and any participant in the indebtedness hereby secured shall have the right to inspect the mortgaged premises at all reasonable times, and access thereto shall be permitted for that purpose.

14. Financial Reports. Mortgagors will furnish to the Mortgagee such information and data with respect to the financial condition, business affairs and operations of the beneficiary of Mortgagors and the Mortgaged Premises as may be reasonably requested (all such information and data to be prepared in accordance with generally accepted accounting principles consistently applied), such information and data to be prepared and certified by independent public accountants satisfactory to the mortgagee or so requested by the mortgagee not more often than annually.

15. Events of Default. Any one or more of the following shall constitute an Event of Default:

(a) Default of the payment when due of the principal of or interest on the Notes or of any other indebtedness hereby secured; or

(b) Default for more than fifteen days in the observance or compliance with any terms or provisions of this mortgage or the Notes or of any other instrument or document securing the Notes or relating thereto; or

(c) Any representation or warranty made by Mortgagors herein or in any other instrument or document securing the Notes relating thereto proves to be untrue in any material respect as of the date of issuance or making thereof; or

(d) The mortgaged premises or any part thereof shall be sold, transferred, or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise, except for sales of obsolete, worn out or unusable fixtures or personal property which are concurrently replaced with similar

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fixtures or personal property at least equal in quality and condition to those sold and owned by Mortgagors free of any lien, charge, or encumbrance other than the lien hereof; or

(e) All or any portion of the beneficial interest in Mortgagors is encumbered or sold, transferred, assigned or conveyed, whether voluntarily or involuntarily; or

(f) Any indebtedness secured by any lien or charge on the mortgaged premises which is not a lien or charge given to secure the Notes for which this mortgage is given is not paid when due or proceedings are commenced to foreclose or otherwise realize upon said lien or charge, or to have a receiver appointed for any property subject hereto, or to place the holder of such indebtedness or its representative in possession thereof; or

(g) Mortgagors or either of them or any person, firm or corporation at any time guaranteeing all or any part of the indebtedness hereby secured (a "guarantor") becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for the major part of its property or such a trustee, custodian or receiver is appointed for Mortgagors or either of them or a guarantor or for the major part of the properties of any of them and is not discharged within forty-five days after such appointment or bankruptcy, reorganization, arrangement, insolvency, readjustment, liquidation, dissolution or other proceedings for relief under any present or future bankruptcy law or laws or other statute, law or regulation for the relief of debtors are instituted by or against Mortgagors or either of them or a guarantor and if instituted against any such party are consented to or acquiesced in or are not dismissed within forty-five days after such institution, or Mortgagors or any guarantor takes any action in contemplation of or furtherance of any of the foregoing; or

(h) Any event occurs or condition exists which is specified as an event of default in any separate instrument or document securing the Notes or relating thereto; or

(i) The mortgaged premises is abandoned.

16. Remedies. When any Event of Default has happened and is continuing and in addition to such other rights which may be available under applicable law, but subject at all times to any mandatory legal requirements:

(a) Acceleration. Mortgagee may, by written notice to Mortgagors, declare the Notes and all unpaid indebtedness of Mortgagors hereby secured, including any interest that accrued thereon to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable without other notice or demand of any kind.

(b) Uniform Commercial Code. Mortgagee shall, with respect to any part of the mortgaged premises constituting property of the type and respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code of Illinois. Any requirement of the Code for reasonable notification shall be met by mailing written notice to Mortgagors at their address above set forth at least ten days prior to the sale or other event for which such notice is required. The expenses of retaking, selling, and otherwise disposing of said property, including reasonable attorney's fees and legal expenses incurred in connection therewith shall constitute so much additional indebtedness hereby secured and shall be payable upon demand with interest at the interest rate applicable to the Notes at the time the expense is incurred.

(c) Foreclosure. Mortgagee may proceed to protect and enforce the rights of Mortgagee hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this mortgage.

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(d) Appointment of Receiver. Mortgagee shall, as a matter of right, without notice, and without giving bond to Mortgagors or anyone claiming by, under or through Mortgagors, and without regard to the solvency or insolvency of Mortgagors or its beneficiaries or the then value of the mortgaged premises, be entitled to have a receiver appointed of all or any part of the mortgaged premises and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Mortgagors hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the mortgages premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Mortgagors or other persons and any or all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof whether during the pendency of any foreclosure or until any right of redemption shall expire or otherwise.

(e) Taking Possession, Collecting Rents, etc. Mortgagee may enter and take possession of the mortgaged premises or any part thereof and manage, operate, insure, repair and improve the same and take any action which, at Mortgagee's judgment, is necessary or proper to conserve the value of the mortgaged premises. In addition, Mortgagee may exercise any and all rights granted to it by Mortgagors pursuant to any assignment of rents executed by Mortgagors in favor of Mortgagee given by Mortgagors to secure the Notes. The expenses (including any receiver's fees, attorney's fees, costs and agent's compensation) incurred pursuant to the exercise of the powers contained herein or in said assignment of rents shall be an additional indebtedness which Mortgagors promises to pay upon demand together with interest at the rate applicable to the Notes at the time such expenses are incurred. Mortgagee shall not be liable to account to Mortgagors for any action taken pursuant hereto or to said assignment of rents, other than to account for any rents actually received by Mortgagee. Without taking possession of the mortgaged premises, Mortgagee may in the event the mortgaged premises become vacant or abandoned, take such steps as it deems appropriate to protect and secure the mortgaged premises (including hiring watchmen) and all such costs incurred in so doing shall constitute so much additional indebtedness hereby secured payable upon demand with interest thereon at the rate applicable to the Notes at the time such costs are incurred.

17. Waiver of the Right of Redemption: The Premises is not residential property as that term is defined in 735 ILCS 5/15-1219. Mortgagors hereby waive any and all rights of redemption from any judgment of foreclosure, or from any judicial sale pursuant to said judgment.

18. Cost and Expenses of Foreclosure. In any suit to foreclose the lien hereof, there shall be allowed and included as additional expenses in the decree for sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee in prosecuting foreclosure, or in connection with any other proceeding which could impair the lien of the mortgage regardless of whether Mortgagee is a plaintiff or defendant, such expenses shall be included but no limited to: court costs, attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all abstracts of title, title searches and examination, guaranty policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Premises, all of which expenditures shall become so much additional indebtedness hereby secured which Mortgagors agree to pay and all of such shall be deemed immediately due and payable with interest thereon from the date of expenditure until paid at the rate applicable to the Notes at the time of expenditure.

19. Application of Proceeds. The proceeds of any foreclosure sale of the Mortgaged Premises shall be distributed in the following order of priority: first, on account of all costs and expenses incident to the foreclosure; second, to all other items which under the terms hereof constitute indebtedness hereby secured in addition to that evidenced by the Notes with interest thereon as herein provided; third, to all principal of and interest on the Notes with any overplus to whomsoever shall be lawfully entitled to same.

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20. Mortgagee's Remedies Cumulative. No remedy or right of Mortgagee shall be exclusive of but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute or otherwise. No delay in the exercise or omission to exercise any remedy or right accruing on any default 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 a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Mortgagee.

21. Mortgagee Party to Suits. If Mortgagee shall be made a party or shall intervene in any action or proceeding affecting the Mortgaged Premises or the title thereto or the interest of Mortgagee under this mortgage (including probate and bankruptcy proceedings) or if Mortgagee employs an attorney to collect any or all of the indebtedness hereby secured or to enforce any of the terms hereof or realize hereupon or to protect the lien hereof, or if Mortgagee shall incur any costs or expenses in preparation for the commencement of any foreclosure proceedings or for the defense of any threatened suit or proceeding which might affect the Mortgaged Premises or the security hereof, whether or not any such foreclosure or other suit or proceeding shall be actually commenced, then in any such case, Mortgagors agree to pay the Mortgagee, immediately and without demand, all reasonable costs, charges, expenses and attorney's fees incurred by Mortgagee in any such case, and the same shall constitute so much additional indebtedness hereby secured payable upon demand and with interest at the rate per annum applicable to the Notes at the time of expenditure.

22. Hazardous Substances.

(a) The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. Mortgagors represent and warrant to Mortgagee that: (a) During the period of Mortgagors' ownership of the Premises, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Premises; (b) Mortgagors have no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Mortgagee in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Premises or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Mortgagee in writing, (i) neither Mortgagors nor any tenant, contractor, agent or other authorized user of the Premises shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Premises and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Mortgagors authorize Mortgagee and its agents to enter upon the Premises to make such inspections and tests as Mortgagee may deem appropriate to determine compliance of the Premises with this section of the Mortgage. Any inspections or tests made by Mortgagors shall be for Mortgagors' purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagors or to any other person. The representations and warranties contained herein are based on Mortgagors' due diligence in investigating the Premises for hazardous waste. Mortgagors hereby (a) releases and waives any future claims against Mortgagee for indemnity or contribution in the event Mortgagors become liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Mortgagee against any and all claims, losses, liabilities, damages, penalties, and expenses which Mortgagee may directly or indirectly sustain or suffer resulting from a breach of this Section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release occurring prior to Mortgagors' ownership or interest in the Premises, whether or not the same was or should have been known to Mortgagors. The provisions of this section of the Mortgage, including the obligation to

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indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Mortgagee's acquisition of any interest in the Premises, whether by foreclosure or otherwise.

(b) Mortgagors covenant and agree with Mortgagee that Mortgagors shall promptly notify Mortgagee as soon as Mortgagors know or suspect that a toxic or hazardous substance has been released on the Premises.

(c) The provisions of this paragraph are in addition to and not in substitution for an Environmental Affidavit and Indemnity Agreement of even date herewith.

23. Modifications Not to Affect Lien. Mortgagee, without notice to anyone, without regard to the consideration, if any, paid therefore, or the presence of other liens on the Mortgaged Premises, may in its discretion release any part of the Mortgaged Premises or any person liable for any of the indebtedness hereby secured, may extend the time of payment of any of the indebtedness hereby secured and may grant waivers or other indulgences with respect hereto and thereto, and may agree with Mortgagors to modifications to the terms and conditions contained herein or otherwise applicable to any of the indebtedness hereby secured (including modifications in the rates of interest applicable thereto), without in any way affecting or impairing the liability of any party liable upon any of the indebtedness hereby secured or the priority of the lien of the Mortgage upon all of the Mortgaged Premises not expressly released, and any party acquiring any direct or indirect interest in the Mortgaged Premises shall take same subject to all of the provisions hereof.

24. Notices. All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or mailed by first class mail, postage prepaid, addressed to the parties hereto at their addresses as shown at the beginning of this agreement or to such other and different addresses as Mortgagors or Mortgagee may designate pursuant to a written notice sent in accordance with the provisions of this paragraph.


25. Partial Invalidity. All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this mortgage shall be held to be invalid, illegal or unenforceable, the validity and enforceability of the other terms of this mortgage shall in no way be affected thereby.

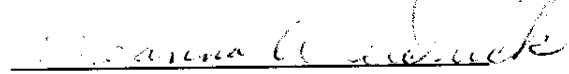
26. Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such parties; and all the covenants, promises and agreements in this mortgage contained by or on behalf of Mortgagors, or by or on behalf of Mortgagee, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether or not so expressed.

27. Headings. The headings in this instrument are for convenience of reference only, and shall not limit or otherwise affect the meaning of any provision hereof.

28. Changes, Etc. This instrument and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, Mortgagors have set their respective hands and seals that day and year first above written.


William R. Wedrick


Deanna Wedrick

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SCHEDULE I

LEGAL DESCRIPTION

LOTS 1, 2, 3 AND 4 IN JOHN GART'S SUBDIVISION OF THAT PART OF THE WEST HALF OF LOT 7 TOGETHER WITH THE WEST 8 FEET OF THE EAST HALF OF LOT 7 LYING NORTH OF THE SOUTH 150 FEET THEREOF OF THE SUBDIVISION OF THE SOUTH EAST QUARTER OF THE WEST HALF OF THE SOUTH WEST QUARTER SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 2215-22 West Argyle Avenue/4949-55 North Bell, Chicago, Illinois

P.I.N. 14-07-113-001-0000

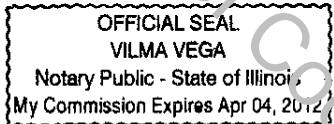
Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and States aforesaid, DO HEREBY CERTIFY, that WILLIAM R. WEDRICK, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of the homestead.

Given under my hand and notarial seal, this 18th day of October, 2010.



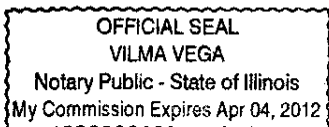
Vilma Vega
Notary Public
Vilma Vega
(TYPE OR PRINT NAME)

(SEAL)

My Commission Expires: 4.4.2010

I, the undersigned, a Notary Public, in and for the County and States aforesaid, DO HEREBY CERTIFY, that DEANNA WEDRICK, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of the homestead.

Given under my hand and notarial seal, this 18th day of October, 2010.



Vilma Vega
Notary Public
Vilma Vega
(TYPE OR PRINT NAME)

(SEAL)

My Commission Expires: 4.4.2010