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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1213039090 Fee: \$84.25
Eugene "Gene" Moore BHSF Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/09/2012 03:10 PM Pg: 1 of 23

Report Mortgage Fraud
800-532-8783

The property identified as: **PIN:** 12-01-216-043-0000

Address:

Street: 7238 West Everell

Street line 2:

City: Chicago

State: IL

ZIP Code: 60631

Lender: U.S. Bank

Borrower: Gary R Roth and Denise Wade Roth

Loan / Mortgage Amount: \$302,934.85

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

S
P 23
S N
M
SC
E N
INT CE

Certificate number: 97D08102-4E1C-4CA2-9DF9-4F4F5B435236

Execution date: 03/23/2012

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After recordation, please
return this instrument to:

U.S. Bank National Association
Attn: Glenn Debs
11 W. Madison
Oak Park, Illinois 60302

MORTGAGE

THIS MORTGAGE, ("Mortgage") is made ^{25 0039 01 01775} MARCH 23, 2012 by and between **GARY R. ROTH and DENISE WADE ROTH, his wife, joint tenants with right of survivorship, whose address is 7238 West Everell, Chicago, Illinois 60631 ("Mortgagor" and/or "Borrower") and U.S BANK NATIONAL ASSOCIATION, as successor-in-interest to the Federal Deposit Insurance Corporation, Receiver for Park National Bank, successor by merger to Pullman Bank and Trust, having an office at 11 W. Madison, Oak Park, Illinois 60302 (herein, together with its successors and assigns, "Mortgagee" and/or "Lender").**

Mortgagor is justly indebted to Mortgagee in the sum of THREE HUNDRED TWO THOUSAND NINE HUNDRED THIRTY-FOUR DOLLARS AND EIGHTY-FIVE CENTS (\$302,934.85) in lawful money of the United States, and has agreed to pay the same, with interest thereon, according to the terms of a Modification of Loan Documents given by Mortgagor to Mortgagee, bearing even date herewith.

RECITALS:

- A. On June 7, 2002, Lender's predecessor-in-interest, Pullman Bank and Trust, extended a loan ("Loan 1") to Borrower in the principal amount of TWO HUNDRED FORTY THOUSAND DOLLARS AND ZERO CENTS (\$240,000.00) which is evidenced by a Promissory Note ("Note 1") dated June 7, 2002 and properly executed by Borrower in favor of Lender.
- B. On September 7, 2005, Loan 1 was renewed, providing for a principal balance of TWO HUNDRED FIFTY-ONE THOUSAND EIGHT HUNDRED THIRTY-SEVEN AND FIFTY-TWO CENTS (\$251,837.52) and a maturity date of September 7, 2010.
- C. Loan 1 matured on September 7, 2010 ("Loan 1 Maturity Date") without being repaid.
- D. On June 5, 2006, Lender's predecessor-in-interest, Park National Bank, extended a loan ("Loan 2") to Borrower in the principal amount of SEVENTY-FIVE THOUSAND DOLLARS

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AND ZERO CENTS (\$75,000.00) which is evidenced by a Promissory Note ("Note 2") dated June 5, 2006 and properly executed by Borrower in favor of Lender.

E. On March 5, 2010, Loan 2 was renewed, providing for a principal balance of SEVENTY-THREE THOUSAND TWO HUNDRED TWENTY-NINE DOLLARS AND FORTY-FOUR CENTS (\$73,229.44) and a maturity date of September 7, 2010.

F. Loan 2 matured on September 7, 2010 ("Loan 2 Maturity Date") without being repaid.

G. On September 7, 2005, all indebtedness to Lender was guaranteed by Roth Real Estate and Appraisal Services as evidenced by a Commercial Guaranty dated September 7, 2005 and properly executed by Roth Real Estate and Appraisal Services in favor of Lender.

H. On June 5, 2006, all indebtedness to Lender was guaranteed by Denise Wade Roth as evidenced by a Commercial Guaranty dated June 5, 2006 and properly executed by Denise Wade Roth in favor of Lender.

I. On June 5, 2006, all indebtedness to Lender was guaranteed by Gary R. Roth as evidenced by a Commercial Guaranty dated June 5, 2006 and properly executed by Gary R. Roth in favor of Lender.

J. Borrower has requested that Lender modify the Loan Documents (as hereinafter defined) including, but not limited to, extending the maturity dates of Loan 1 and Loan 2.

K. Lender is willing to grant the extension provided that this Mortgage is executed to secure the repayment of the Loans.

L. As used in this Mortgage, the term "Liabilities" means and includes all of the following: the principal balances of Note 1 and Note 2 and all interest on Note 1 and Note 2; all indebtedness of any kind arising under, and all amounts of any kind which at any time become due or owing to Mortgagee under or with respect to Note 1 and Note 2, this Mortgage, or any other document relating to the loan ("Loan Documents"); all of the covenants, obligations and agreements of Mortgagor set out in or made pursuant to Note 1 and Note 2, this Mortgage, all of the other Loan Documents; any and all advances, costs or expenses paid or incurred by Mortgagee to protect any or all of the Collateral (hereinafter defined); performance of any obligation of Mortgagor hereunder or collect any amount owing to Mortgagee which is secured hereby; any and all other amounts which, under any provision of this Mortgage, Note 1, Note 2, or any other of the Loan Documents, are stated to be secured by this Mortgage; any and all other liabilities, obligations and indebtedness, howsoever created, arising or evidenced, direct or indirect, absolute or contingent, recourse or "nonrecourse", now or hereafter existing or due or to become due, owing by Mortgagor to Mortgagee; interest on all of the foregoing; and all costs of enforcement and collection of this Mortgage and the other Loan Documents as set forth in this Mortgage, Note 1, Note 2, and the other Loan Documents.

G. For purposes of this Mortgage, the term "Collateral" means and includes all of the following:

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1. Real Estate. All of the Land described on Exhibit A, together with all and singular the tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances, ground leases, now or hereafter belonging or in anyway pertaining to the Land (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all development rights, air rights, water, water rights, water stock, gas, oil minerals, coal and other substances of any kind or character underlying or relating to the Land; all estate, claim, demand, right, title or interest of Mortgagor in and to any street, road, highway, or alley (vacated or otherwise) adjoining the Land or any part thereof; all strips and gores belonging, adjacent or pertaining to the Land; and any after-acquired title to any of the foregoing (all of the foregoing is herein referred to collectively as the "Real Estate");

2. Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the Real Estate, together with all building or construction materials, equipment, appliances, machinery, equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the Real Estate, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment (all of the foregoing is herein referred to collectively as the "Improvements").

The Real Estate and Improvements are sometimes hereafter referred to as "Premises".

3. Rents. All rents, issues, profits, royalties, avails, income and other benefits derived or owned by the Mortgagor directly or indirectly from the Real Estate or the Improvements (all of the foregoing is herein collectively called the "Rents");

4. Leases. All rights of Mortgagor under all leases now or in the future, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whereby any person agrees to pay money or any consideration for the use, possession or occupancy of, or any estate in, the Real Estate or the Improvements or any part hereof, and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof.

GRANT

NOW THEREFORE, for and in consideration of Mortgagee extending the loan or other financial accommodation to or for the benefit of Mortgagor, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged:

MORTGAGOR DOES HEREBY WARRANT, GRANT, BARGAIN, SELL, CONVEY, TRANSFER AND ASSIGN UNTO MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, FOREVER A CONTINUING SECURITY INTEREST IN AND TO ALL OF THE COLLATERAL TO SECURE THE REPAYMENT OF THE LIABILITIES.

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TO HAVE AND TO HOLD the Collateral unto Mortgagee and its successors and assigns forever, hereby expressly waiving and releasing any and all right, benefit, privilege, advantage or exemption under and by virtue of any and all statutes and laws of the State or other jurisdiction in which the Real Estate is located providing for the exemption of homesteads from sale on execution or otherwise.

Mortgagor hereby covenants with and warrants to Mortgagee and with the purchaser at any sale, that at the execution and delivery hereof it is well seized of the Premises and of a good, indefeasible estate therein, in fee simple; that the Collateral is free from all encumbrances whatsoever (and any claim of any other person thereto) other than the encumbrances of record; that it has good and lawful right to sell, mortgage and convey the Collateral; and that it and its successors and assigns will forever warrant and defend the Collateral against all claims and demands whatsoever.

I. COVENANTS AND AGREEMENTS OF MORTGAGOR

Further to secure the payment and performance of the Liabilities, Mortgagor hereby covenants, warrants and agrees with Mortgagee as follows:

A. Payment of Notes. Mortgagor agrees that it will pay, timely and in the manner required in the appropriate documents or instruments, the principal of and all interest on Note 1, Note 2, and all other obligations (including fees and charges) as described in this Mortgage, Note 1, Note 2, and other Loan Documents.

B. Payment of Taxes; Impounds of Taxes, Insurance and other Charges. Mortgagor will pay, at least five Business Days before delinquent, all taxes and assessments, general or special, and any and all levies, claims, charges, expenses and liens, ordinary or extraordinary, governmental or non-governmental, statutory or otherwise, due or to become due, that may be levied, assessed, made, imposed or charged on or against the Collateral or any property used in connection therewith, and will pay before due any tax or other charge on the interest or estate in lands created or represented by this Mortgage or by any of the other Security Documents, whether levied against Mortgagor or Mortgagee or otherwise, and will submit to Mortgagee, upon request, all receipts showing payment of all of such taxes, assessments and charges.

C. Maintenance and Repair. Mortgagor will: not abandon the Premises; not do or suffer anything to be done which would depreciate or impair the value of the Collateral or the security of this Mortgage; not remove or demolish any of the Improvements after they have been constructed, except in connection with the making or repairs and improvements; pay promptly for all labor and materials for all construction, repairs and improvements to or on the Premises; maintain, preserve and keep the Premises in good, safe and insurable condition and repair and promptly make any needful and proper repairs, replacements, renewals, additions or substitutions required by wear, damage, obsolescence or destruction; promptly restore and replace any of the Improvements which are destroyed or damaged; not commit, suffer, or permit waste of any part of the Premises; and maintain all grounds in good and neat order and repair.

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D. Access by Mortgagee. Mortgagor will at all times: deliver to Mortgagee either all of its executed originals (in the case of chattel paper or instruments) or accurate and complete copies (in all other cases) of all leases, and any other document which is, or which evidences, governs, or creates, Collateral; upon reasonable notice and at reasonable times, permit access by Mortgagee to Mortgagor's books and records, tenant registers, sales records, offices, insurance policies and other papers for examination and the making of copies and extract; prepare such schedules, summaries, reports and progress schedules as Mortgagee may reasonably request; and permit Mortgagee and its agents and designees, at all reasonable times to enter on and inspect the Real Estate and Improvements.

E. Insurance. Mortgagor will at all times maintain on the Collateral, all insurance required at any time or from time to time by Mortgagee and in any event fire and casualty insurance, with broad extended coverage endorsement, for the benefit of Mortgagee, to the full extent of Mortgagee's interest therein and, where applicable, in the full insurable replacement value thereof, against loss or damage (whether to such Collateral or by loss of rentals, business interruption, loss of occupancy or other damage therefrom) from such hazards as may be reasonably requested by Mortgagee from time to time, including (without limitation) fire, windstorm, tornado, hail, disaster, earthquake, vandalism, riot, malicious mischief (and including plate glass and boiler insurance, and war risk insurance if then available), flood, and all other insurance commonly or, in the reasonable judgment of Mortgagee, prudently maintained by those whose business, improvements to, and use of real estate is similar to that of Mortgagor, and that it will maintain comprehensive public liability, and employer's liability and workmen's compensation insurance, all in amounts reasonably satisfactory to Mortgagee, and all of such insurance to be maintained in such form and with such companies as shall be reasonably approved by Mortgagee and to deliver to and keep deposited with Mortgagee all policies or certificates of such insurance and renewals thereof, with premiums paid and with mortgagee and loss payable clauses satisfactory to Mortgagee, and non-cancellation clauses providing for not less than 30 days' prior written notice to Mortgagee, attached thereto in favor of Mortgagee, its successors and assigns. Mortgagor agrees that any loss paid to Mortgagee under any of such policies of property or casualty (but not including business or rental interruption) insurance shall be applied, at the option of Mortgagee, toward the payment of Note 1, Note 2, or any of the Liabilities (without any such payment giving rise to any obligation to pay a prepayment fee), or to the rebuilding or repairing of the damages or destroyed Premises or other Collateral, as Mortgagee may elect.

Mortgagor hereby empowers Mortgagee, in its discretion, to settle, compromise and adjust any and all claims or rights under any insurance policy maintained by Mortgagor relating to the Collateral in the case of losses exceeding Fifty Thousand Dollars (\$50,000). In the event of foreclosure of this Mortgage or other transfer of title to the Collateral in extinguishment of the indebtedness secured hereby, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Nothing contained in this Mortgage shall create any responsibility or obligation on Mortgagee to collect any amounts owing on any insurance policy or resulting from any condemnation, to rebuild or replace any damaged or destroyed Improvements or other Collateral or to perform any other act hereunder.

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F. Eminent Domain. In case the Collateral, or any part or interest in any thereof, is taken by condemnation, Mortgagee is hereby empowered to collect and receive all compensation and awards of any kind whatsoever (referred to collectively herein as "Condemnation Awards") which may be paid for any property taken or for damages to any property not taken (all of which Mortgagor hereby assign to Mortgagee), and all Condemnation Awards so received shall be forthwith applied by Mortgagee, as it may elect, to the prepayment of Note 1, Note 2, or any other Liabilities, or to the repair and restoration of any property so taken or damaged. Mortgagor hereby empowers Mortgagee, in Mortgagee's reasonable discretion, to settle, compromise and adjust any and all claims or rights arising under any condemnation or eminent domain proceeding relating to the Collateral or any portion thereof.

G. Governmental Requirements. Mortgagor will at all times materially comply with, and cause the Collateral and the use and condition thereof materially to comply with, all federal, state, county, municipal, local and other governmental statutes, ordinances, requirements, regulations, rules, orders and decrees of any kind whatsoever that apply or relate to the Mortgagor or the Collateral or the use thereof, and will materially observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits, privileges, franchises, concessions, construction, access, water rights and use, noise and pollution which are applicable to Mortgagor or have been granted for the Collateral or the use thereof.

H. No Mechanics' Liens. Mortgagor will not do or permit to be done any act or thing, and no person shall have any right or power to do any act or thing, whereby any mechanics' lien under the laws of the State of Illinois can arise against or attach to the Premises any part thereof unless such Mortgagor shall within sixty days of its filing (i) obtain waiver as against this Mortgage, (ii) obtain an endorsement to Mortgagee's title insurance which protects against its foreclosure obtained within, or (iii) deposit with Mortgagee an amount equal to one hundred twenty-five percent (125%) of the amount of such lien. In addition, it is further expressly made a covenant and condition hereof that the lien of this Mortgage shall extend to any and all improvements and fixtures now or hereafter on the Premises, prior to any other lien thereon that may be claimed by any person, so that subsequently accruing claims for lien on the Real Estate and Improvements shall be junior and subordinate to this Mortgage except as to liens for taxes.

I. Continuing Priority. Mortgagor will: pay such fees, taxes and charges, execute and file (at Mortgagor's expense) such financing statements, obtain such acknowledgments or consents, notify such obligors or providers of services and materials and do all such other acts and things as Mortgagee may from time to time reasonably request to establish and maintain a valid and perfected lien on and security interest in the Collateral; keep all of its books and records relating to the Collateral at its principal place of business; keep all tangible Collateral on the Real Estate except as Mortgagee may otherwise consent in writing; make notations on its books and records sufficient to enable Mortgagee, as well as third parties, to determine the interest of Mortgagee hereunder; and not collect any rents or the proceeds of any of the Leases or Intangibles more than 30 days before the same shall be due and payable except as Mortgagee may otherwise consent in writing.

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J. Utilities. Mortgagor will pay all utility charges incurred in connection with the Collateral and maintain all utility services available for use at the Premises.

K. Lease Maintenance. Mortgagor will, for the benefit of Mortgagee, fully and promptly perform each obligation and satisfy each condition imposed on it under any Lease so that there will be no material default thereunder by the lessor and so that the persons obligated thereon shall be and remain at all times obligated to perform for the benefit of Mortgagor and Mortgagee; and Mortgagor will not permit to exist any condition, event or fact which could allow or serve as a lawful basis for any such person to avoid such performance.

L. Agreements Affecting the Collateral. Mortgagor shall keep, observe, perform and comply with all covenants, conditions and restrictions affecting the Premises, any operating agreements or other writing relating to the Collateral, and all leases, instruments and documents relating thereto or evidencing or securing any indebtedness secured thereby.

M. No Assignments; Future Leases. Mortgagor will not cause or permit any Rents, issues, profits or Leases, Contracts for Sale, or other contracts relating to the Premises to be assigned to any party other than Mortgagee without first obtaining the written consent of Mortgagee to any such assignment.

N. Financial Reporting. Within one hundred twenty (120) days after the end of each fiscal year, Mortgagor will deliver to Mortgagee, at Mortgagor's expense, Mortgagor's tax return for the fiscal year ended, including schedules.

O. Collections.

1. Until such time, after the occurrence of an Event of Default, as Mortgagee shall notify Mortgagor of the revocation of such power and authority, Mortgagor will, at its own expense, endeavor to collect, as and when due, all amounts due with respect to any of the Rents, Leases, and other Collateral, including the taking of such action with respect to such collection as Mortgagee may reasonably request, or, in the absence of such request, as Mortgagor may deem advisable. Mortgagee may, at any time after the occurrence of an Event of Default, whether before or after any revocation of such power and authority or the maturity of any of the Liabilities, notify any parties obligated on any of the Rents, Leases, and other Collateral to make payment to Mortgagee of any amounts due or to become due thereunder and enforce collection of any of the Rents, Leases, or other Collateral by suit or otherwise and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period any indebtedness thereunder or evidenced thereby. Upon request of Mortgagee after an Event of Default, Mortgagor will, at its own expense, notify any parties obligated on any of the Rents, Leases, or other Collateral to make payment to Mortgagee of the amounts due or to become due thereunder. Except as Mortgagee may otherwise consent in writing, after the occurrence of any Event of Default, Mortgagor will forthwith, upon receipt, transmit and deliver to Mortgagee, in the form received, all cash, checks, drafts, chattel paper and other instruments or writing for the payment of money (properly endorsed, where required, so that such items may be collected by Mortgagee) which may be received by Mortgagor at any time in full or partial payment or otherwise as proceeds of any of the Collateral. The Mortgagee is authorized to endorse, in the name of Mortgagor, any items, howsoever received by it, representing any payment on or other

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proceeds (including insurance proceeds) of any of the Collateral and to endorse and deliver, in the name of Mortgagor, any instrument, chattel paper and other item of Collateral held by Mortgagee hereunder, in connection with the sale or collection of Collateral.

2. In addition to the foregoing, Mortgagor covenants and agrees that all security deposits and any and all rent paid for more than one month in advance will not be commingled with any other of its or any manager's own funds or property, but will be held separate and apart from its and any manager's own funds or property and upon express trust for Mortgagee until such deposits and rent are deposited in a segregated federally-insured account in the name of Mortgagor, at a bank or other financial institution acceptable to Mortgagee, subject to a written contract of pledge between Mortgagee and such bank or other financial institution, in form and substance satisfactory to Mortgagee, so as to constitute a proper pledge and perfected security interest in the account and the funds held therein, as security for payment of the Liabilities. Without limiting the generality of the foregoing, Mortgagor covenants that it will at all times hold and deal with all tenant security or other deposits in the manner required by law and the applicable provisions of the respective tenant leases. Mortgagor agrees that, except with the prior approval of Mortgagee, it will not collect Rents, or require Rents to be paid, more than one month in advance.

P. Mortgagee's Performance. If Mortgagor fails to pay or perform any of its obligations under any lease, mortgage, assignment of leases, or other instrument or document evidencing or securing any of the Permitted Exceptions or as otherwise herein contained (including payment of expenses of foreclosure and court costs), Mortgagee may after ten (10) day's notice to Mortgagor (but need not), as agent or attorney-in-fact of Mortgagor, make any payment or perform (or cause to be performed) any obligation of Mortgagor hereunder, in any form and manner deemed expedient by Mortgagee, and any amount so paid or expended (plus Mortgagee's reasonable out-of-pocket expenses for each matter for which it acts under this Mortgage), with interest thereon at the rate applicable after maturity as provided in Note 1 and Note 2 shall be added to the principal debt hereby secured and shall be repaid to Mortgagee upon demand. By way of illustration and not in limitation of the foregoing, Mortgagee may (but need not) do all or any of the following: make payments of principal or interest or other amounts on any lien, encumbrance or charge on any of the Collateral; make repairs; collect rents; prosecute collection of the Collateral or proceeds thereof; purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit, proceeding, title or claim thereof; contest any tax or assessment; and redeem from any tax sale or forfeiture affecting the Premises. In making any payment or securing any performance relating to any obligation of Mortgagor hereunder, Mortgagee shall (as long as it acts in good faith) be the sole judge of the legality, validity and amount of any lien or encumbrance and of all other matters necessary to be determined in satisfaction thereof. No such action of Mortgagee shall ever be considered as a waiver of any right accruing to it on account of the occurrence of any matter which constitutes a Default (defined hereinafter).

Q. Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants to Lender, as of the date of this Mortgage, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists, that: (1) During the period of

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Borrower's ownership of Borrower's Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower or any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any state laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify, shall survive the payment of the indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

R. Environmental Studies. Borrower represents and warrants to Lender, as of the date of this Mortgage, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any indebtedness exists, that Borrower will promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

S. Environmental Compliance and Reports. Borrower represents and warrants to Lender, as of the date of this Mortgage, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any indebtedness exists, that Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment,

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unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resource.

II. EVENTS OF DEFAULT AND REMEDIES

Mortgagor and Mortgagee hereby agree further as follows:

- A. Defaults. Any one or more of the following shall constitute an "Event of Default":
1. any failure of Borrower timely to make any payment or prepayments of any kind whatsoever (whether of principal, interest or any other amount) under Note 1 and Note 2 following the expiration, without cure, of any applicable cure period under Note 1 and Note 2;
 2. Borrower's failure to pay in full to Lender or Holder on the Maturity Date all amounts (whether principal, interest, or any other charge or amount) then outstanding under Note 1 and Note 2 and any Loan Document;
 3. any default or breach by Borrower under or with respect to, or the failure of the Borrower timely and properly to perform, any of the Borrower's non-monetary material obligations under any Loan Document, and the continuation thereof uncured for thirty (30) days after notice to the Borrower or such longer period as may be necessary if such default is of a nature that it cannot be cured within such time and Borrower commences action to cure within such time and continues diligently until cure is completed;
 4. the dissolution, termination, bankruptcy, insolvency or reorganization of Borrower or the institution of any legal case or proceeding in which the relief requested includes a declaration of any of the foregoing (which, in the case of an involuntary proceeding not instituted, consented to or acquiesced in by Borrower, is not dismissed with prejudice within ninety (90) days of its first having been filed);
 5. damage to, or the destruction of, all or any substantial part of the Premises which is not fully covered by insurance proceeds in the process of collection (which process shall commence within a reasonable period, not to exceed fifteen days, after the occurrence of such damage or destruction);
 6. the commencement of proceedings (which proceedings are not dismissed with prejudice within 90 days of their first having been filed) for the condemnation, or

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- the taking by eminent domain, of all or any substantial part of the Premises;
7. the occurrence of any default under any instrument or document evidencing or securing any matter which is one of the Permitted Exceptions or which creates, evidences or secures any other deed of trust, mortgage, lease, lien, charge or encumbrance on or against all or any part of the Collateral;
 8. the failure of any party to comply with or perform any obligation, covenant or condition relating to the environmental condition of the Premises contained in any Loan Document;
 9. any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Loan Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.
 10. Borrower or any Guarantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Guarantor's property or Borrower's or Guarantor's ability to repay Note 1 or Note 2 or perform their respective obligations under this Agreement or any of the Loan Documents.
 11. This Agreement or any of the Loan Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.
 12. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any government agency against any collateral securing Note 1 or Note 2. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.
 13. If a default occurs with respect to any Guarantor under any Loan Document or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty.
 14. Lender in good faith believes itself insecure.

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B. Acceleration. Upon the occurrence of any Event of Default, the entire unpaid principal balance of, and any unpaid interest then accrued on, and any other charges and amounts owing under or evidenced by, Note 1 or Note 2 or any Loan Document shall, at the option of Lender or Holder and without demand or notice of any kind to Borrower or any other Person or other action of any kind, become immediately due and payable in full. Upon the occurrence of any Event of Default, Lender or Holder shall have and may exercise any and all rights and remedies available at law or in equity and also any and all rights and remedies provided in the Loan Documents. The remedies of Lender and Holder, as provided in Note 1 or Note 2 or in any other Loan Document or available at law or in equity, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Lender or Holder, and may be exercised as often as occasion therefor shall arise. No act or omission of Lender or Holder, including specifically (without limitation) any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, any such waiver or release to be effected only to the extent expressly set out in a written document executed by Lender or Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event.

C. Possession of the Premises. Mortgagor hereby waives all right to the possession, income, and rents of the Premises from and after the occurrence of any Event of Default, and Mortgagee is hereby expressly authorized and empowered, at and following any such occurrence, to enter into and upon and take possession of the Premises or any part thereof, to complete any construction in progress thereon at the expense of Mortgagor, to lease the same, to collect and receive all Rents and to apply the same, less the necessary or appropriate expenses of collection thereof, either for the care, operation and preservation of the Premises or, at the election of Mortgagor in its sole discretion, to a reduction of such of the Liabilities in such order as Mortgagee may elect. Mortgagee is also hereby granted full and complete authority to enter upon the Premises, subject to the terms of the leases for the Premises, employ watchmen to protect the Collateral from depredation or injury and to preserve and protect the Collateral, and to continue any and all outstanding contracts for the erection and completion of renovation to the Improvements, to make and enter into any contracts and obligations wherever necessary in its own name, and to pay and discharge all debts, obligations and liabilities incurred thereby, all at the expense of Mortgagor. All such expenditures by Mortgagee shall be Liabilities hereunder. Upon the occurrence of any Event of Default, Mortgagee may also exercise any or all rights or remedies under any Contract for Sale.

D. Foreclosure.

1. Foreclosure and Additional Remedies. Mortgagee may proceed, by suit or suits for foreclosure of its lien, to enforce the payment and performance of the Liabilities to foreclose this Mortgage, and to exercise any and all rights under any other instruments securing the Liabilities, and in any such event Mortgagee shall be entitled to reasonable fees for services of its attorneys and agents, and for all reasonable expenses, costs and outlays.

Anything to the contrary notwithstanding, Mortgagee shall have and be entitled to exercise any and all rights, remedies and powers, whether or not herein expressly authorized or

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provided, allowed by the law of the State of Illinois, and all such rights, remedies and powers shall be cumulative and in addition to the rights, remedies and powers hereinabove granted and conferred.

2. Receiver. Upon the occurrence of any Event of Default, the Mortgagee shall be entitled, as a matter of right, to the appointment of a receiver of the Collateral and the court may appoint a receiver, either before or after sale, without notice and without regard to the solvency or insolvency of the Mortgagor at the time of the application for such receiver and without regard to the then value of the Collateral and Mortgagee may be appointed as such receiver as Mortgagee-in-Possession. Such receiver shall have full power to collect the rents, revenues, issues, income and profits from the Premises and all other powers necessary or incidental for the protection, possession, control, management and operation of the Premises. Said receiver shall also have full power and authority, at the expense of the Collateral, to maintain, restore and keep insured the Collateral and to pay all taxes, assessments and other charges arising in connection therewith.

E. Leases and Rents

1. If any Event of Default shall occur, then, whether before or after institution of legal proceedings to foreclose the lien of this Mortgage or before or after the sale thereunder, Mortgagee shall be entitled in its discretion, to do all or any of the following, to the extent permitted by applicable law: (i) enter and take actual possession of the Premises, the Rents, the Leases and other Collateral relating thereto or any part thereof personally, or by its agents or attorneys, and exclude Mortgagor therefrom; (ii) with or without process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of Mortgagor relating thereto; (iii) as attorney-in-fact or agent of Mortgagor, or in its own name as beneficiary and under the powers herein granted, hold, operate, manage and control the Premises, the Rents, the Leases and other Collateral relating thereto and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Rents, the Leases and other Collateral relating thereto (including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent); (iv) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (v) elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien hereof; (vi) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Premises that, in its discretion, may seem appropriate; (vii) insure and reinsure the Collateral for all risks incidental to Mortgagee's possession, operation and management thereof; and (viii) receive all such Rents and proceeds, and perform such other acts in connection with the management and operation of the Collateral, as Mortgagee in its discretion may deem proper, the Mortgagor hereby granting Mortgagee full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any and all times after any Default without notice to Mortgagor or any other person.

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2. Mortgagee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as it may determine: (a) to the payment of the operation expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), established claims for damages, if any, and premiums on insurance hereinabove authorized; (b) to the payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Collateral, including the cost from time to time of installing, replacing or repairing the Collateral, and of placing the Collateral in such condition as will, in the judgment of Mortgagee, make it readily rentable; and (c) to the payment of any Liabilities.

3. Mortgagor hereby assigns to Mortgagee all present and future Leases and all Rents now or at any time hereafter existing, such assignment being upon the following terms: (a) Until receipt from Mortgagee of notice of the occurrence of an Event of Default, each Lessee (hereinafter defined) may pay Rents directly to Mortgagor; (b) upon receipt from Mortgagee of notice that an Event of Default has occurred, each Lessee is hereby authorized and directed to pay directly to Mortgagee all Rents thereafter accruing, and the receipt of Mortgagee shall be a release of such Lessee to the extent of all amounts so paid; (c) Rents so received by Mortgagee shall be applied by Mortgagee, first, to the expenses, if any, of collection and then in accordance with Paragraph 2 above; (d) without impairing its rights hereunder, Mortgagee may, at its option, at any time and from time to time, release Mortgagor any Rents so received by Mortgagee, or any part thereof; (e) Mortgagee shall not be liable for its failure to collect, or its failure to exercise diligence in the collection of Rents, but shall be accountable only for Rents that it shall actually receive; (f) this assignment shall terminate upon the release of this instrument, but no Lessee shall be required to take notice of termination until a copy of such release shall have been delivered to such Lessee. It shall never be necessary for Mortgagee to institute legal proceedings of any kind whatsoever to enforce the provisions of this Section. As used herein, the term "Lessee" means the lessee, sublessee, tenant or other person or entity having the right to occupy or use a part of the Collateral under a Lease.

4. Nothing in this Section shall ever be construed as subordinating this instrument to any Lease; provided that any proceedings by Mortgagee to foreclose this instrument, or any action by way of its entry into possession after Default, shall not operate to terminate any Lease which has been approved in writing by Mortgagee (or entered into in accordance with standards approved in writing by the Mortgagee), and Mortgagee will not cause any Lessee under any such approved Lease to be disturbed in his possession and enjoyment of the leased premises so long as such Lessee shall continue fully and promptly to perform all the terms, covenants and provisions of his Lease.

5. Mortgagor covenants to: (a) Upon demand by Mortgagee, assign to Mortgagee, by separate instrument in form and substance satisfactory to Mortgagee, any and all Leases, and any and all Rents, including, without limitation, any Lease which is now in existence or which may be executed after the date hereof; (b) not accept from any Lessee, nor permit any

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Lessee to pay Rents for more than one month in advance; (c) comply with the terms and provisions of each Lease (d) not amend, modify, extend or renew any Lease (except if (i) done in the ordinary course of business and in compliance with standards approved in writing by Mortgagee); and (ii) in compliance with renewal options contained in approved leases); (e) not assign, transfer, mortgage, cancel or accept surrender of any Lease (except for cancellations and surrenders made in the ordinary course of business); (f) not assign, transfer, pledge or mortgage any Rents; and (g) not waive, excuse, release or condone any nonperformance of any covenants of any Lessee (except in the ordinary course of business).

6. In the event Mortgagee ever collects Rents, Mortgagee shall be entitled to pay its agent as compensation for collecting such Rents, from sums so collected, a reasonable fee.

F. Performance of Contracts. Mortgagee may, in its sole discretion at any time after the occurrence of an Event of Default, notify any person obligated to Mortgagor under or with respect to any Construction Contract or Contract for Sale of the existence of a Default, require that performance be made directly to Mortgagee at Mortgagor's expense, and advance such sums as are necessary or appropriate to satisfy Mortgagor's obligations thereunder; and Mortgagor agrees to cooperate with Mortgagee in all ways reasonably requested by Mortgagee (including the giving of any notices required by, or joining in any notices given by, Mortgagee) to accomplish the foregoing.

G. No Liability of Mortgagee. Notwithstanding anything contained herein, Mortgagee shall not be obligated to perform or discharge, and it does not undertake to perform or discharge, any obligation, duty or liability of Mortgagor whether hereunder, under any of the Leases, under any Intangible, under any Contract or otherwise, and Mortgagor shall and do hereby agree to indemnify against and hold Mortgagee harmless of and from: any and all liabilities, losses or damages which Mortgagee may incur or pay under or with respect to any of the Collateral or under or by reason of its exercise of rights hereunder; and any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Collateral or in any of the contracts, documents or instruments evidencing or creating any of the Collateral. Mortgagee shall not have any responsibility for the control, care, management or repair of the Real Estate and Improvements or be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Real Estate and Improvements resulting in loss, injury or death to any tenant, licensee, employee, stranger or other person. No liability shall be enforced or asserted against Mortgagee in its exercise of the powers herein granted to it, and Mortgagor expressly waives and releases any such liability. Should Mortgagee incur any such liability, loss or damage under any of the Leases or under or by reason hereof, or in the defense of any claims or demands, Mortgagor agrees to reimburse Mortgagee immediately upon demand for the full amount thereof, including costs, expenses and attorneys' fees.

H. Due on Sale or Encumbrance. Mortgagee may, at Mortgagee's option, declare the entire balance with all accrued interest and any other amount or charge to be immediately due and payable upon the contract for, or creation of, any lien, encumbrance, transfer or sale of the Premises, or any portion thereof, by Mortgagor. The phrase "transfer or sale" includes the

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conveyance of any right, title or interest in the Premises, whether voluntary or involuntary, by outright sale, deed, installment contract sale, land contract, contract for deed, leasehold interest with a term greater than 3 years, lease-option contract or any other method of conveyance of the Premises interests; the term "interest" includes, whether legal or equitable, any right, title, interest, lien, claim, encumbrance or proprietary right, choate or inchoate, any of which is superior to the lien created by this Mortgage. This covenant shall run with the Premises and shall remain in effect until all amounts due are fully paid. Mortgagee may impose conditions on such consent to transfer, sale or encumbrance, including, but not limited to, a fee therefor, an adjustment in the interest rate, a modification in any terms of the Loan Documents or the payment plan, and an alteration in the prepayment privilege. Lapse of time or the acceptance of payments by Mortgagee after any such transfer shall not be deemed a waiver or estoppel of Mortgagee's right to accelerate. If Mortgagee exercises such option to accelerate, Mortgagee shall mail, by certified mail or otherwise, Mortgagor notice of acceleration to the address of Mortgagor shown on Mortgagee's records; the notice shall provide for a period of not less than 30 days from the date the notice is mailed within which Mortgagor shall pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted on Default.

III. GENERAL

A. Permitted Acts. Mortgagor agrees that, without affecting or diminishing in any way the liability of Mortgagor or any other person (except any person expressly released in writing by Mortgagee) for the payment or performance of any of the Liabilities or for the performance of any obligation contained herein or affecting the lien hereof upon the Collateral or any part thereof, Mortgagee may at any time and from time to time, without notice to or the consent of any person: release any person liable for the payment or performance of any of the Liabilities; extend the time for, or agree to alter the terms of payment of, any indebtedness under either or all of Note 1, Note 2, or any of the Liabilities; modify or waive any obligation; subordinate, modify or otherwise deal with the lien hereof; accept additional security of any kind; release any Collateral or other property securing any or all of the Liabilities; make releases of any portion of the Premises or the other Collateral.

B. Payment of Fees, Costs and Expenses. The Borrower will pay all costs, expenses and fees incurred by the Lender or Holder in connection with the preparation and enforcement of this Mortgage and Loan Documents contemplated hereby or arising out of or incurred in connection with any of the transactions contemplated hereby or in connection with any of the proceedings (including probate and bankruptcy proceedings) to which the Lender or Holder becomes a party or in which it intervenes which may affect or relate to Note 1, Note 2, or Collateral and, without limiting the generality of the foregoing, will pay all taxes, filing, registration and recording expenses (including stamp taxes, if any), all title insurance and survey charges, all escrow fees and expenses, the reasonable fees and expenses of any consultants or appraisers hired by the Lender or Holder to perform services described in this Mortgage, the Lender's or Holder's attorneys' fees (which attorneys may be employees of the Lender or special counsel to the Lender) and court costs incurred by the Lender or Holder in connection with this transaction, including attorneys' fees and costs and expenses incurred in connection with the enforcement of this Mortgage, Note 1, Note 2, and all other Loan Documents (whether or not a

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lawsuit is ever filed, or any judgment or other relief is obtained) or arising out of claims or actions brought or filed by or against the Lender or Holder arising out of the transactions contemplated by this Mortgage or any of the Loan Documents and the Borrower hereby indemnifies and saves the Lender harmless from and against any and all costs, expenses, judgments, awards and liabilities incurred by it in connection with the transactions contemplated hereby unless caused by the Lender's willful misconduct or gross negligence.

C. Future Advances. It is contemplated that, after the date of this Mortgage and subsequent to the first Loan disbursement, the Mortgagee may make one or more additional Loan disbursements to or for the account of Mortgagor. This Mortgage shall secure all such future advances and loans, as well as all costs and expenses of performing or enforcing Mortgagor's obligations under this Mortgage and the other Loan Documents. All advances under Note 1 and Note 2 or pursuant to this Mortgage or the other Loan Documents are, up to a total principal amount equal to twice the Loan Amount, obligatory advances and shall, to the fullest extent permitted by law, have priority over mechanics' liens and any and all other liens, charges and claims, if any, arising after this Mortgage is recorded.

D. Security Agreement. This Mortgage is to be filed in the real estate records as a mortgage and as a financing statement. For purposes hereof, Mortgagor is the Debtor and Mortgagee is the Secured Party. This Mortgage, to the extent that it conveys or otherwise deals with personal property or items of personal property which are or may become fixtures, shall also be construed as a security agreement under the Uniform Commercial Code as in effect in the State of Illinois with Mortgagor as Debtor (with its address as set forth above) and with Mortgagee as Secured Party (with its address as set forth above).

E. Defeasance. Upon full payment of all indebtedness secured hereby and full payment, performance and satisfaction of all the Liabilities in accordance with their respective terms and at the time and in the manner provided, and when (in addition to the foregoing) Mortgagee has no further obligation to make any advance, this conveyance shall be null and void, and thereafter, upon demand therefor, an appropriate instrument of quitclaim reconveyance or release shall in due course be made by Mortgagee to Mortgagor at Mortgagor's expense.

F. Notices. Except as otherwise specified herein, all notices shall be in writing and shall be given to the relevant party at its address or email set forth below, or such other address or email as such party may hereafter specify by notice to the other given by United States certified or registered mail or by other communication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

If to Lender:

U.S. Bank National Association
11 W. Madison
Oak Park, Illinois 60302
Attention: Glenn Debs
Email: glenn.debs@usbank.com

If to Borrower:

Gary R. Roth
Denise Wade Roth
7238 West Everell

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Chicago, Illinois 60631

Email:

Each such notice, request or other communication shall be effective (i) if given by email, when such email is transmitted to the email address specified in this Section and a confirmation of such email has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Section and confirmation of receipt of such communication.

G. Successors and Assigns. All provisions hereof shall inure to and bind the parties and their respective successors, vendees and assigns. The word "Mortgagor" shall include all persons claiming under or through Mortgagor. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

H. No Obligation on Mortgagee. This Mortgage is intended only as Security for the Liabilities. Anything herein to the contrary notwithstanding, (i) except as provided herein Mortgagor shall be and remain liable under and with respect to the Collateral to perform all of the obligations assumed by it under or with respect to each thereof, and (ii) Mortgagee shall not be required or obligated in any manner to perform or fulfill any of the obligations of Mortgagor under, pursuant to or with respect to any of the Collateral.

I. No Waiver; Writing. No delay on the part of Mortgagee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Mortgagee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No amendment, waiver or supplement in any way affecting this Mortgage shall in any event be effective unless set out in writing signed by Mortgagee.

J. Governing Law. This Mortgage has been executed and delivered in the State of Illinois, and it shall be construed in accordance with and governed by the laws of the State of Illinois. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage. The Section headings used herein are for convenience of reference only, and shall not be deemed to be a part of this Mortgage or be considered in the interpretation or construction thereof.

K. Waiver. Mortgagor, on behalf of itself and all persons now or hereafter interested in the Premises or the Collateral, to the fullest extent permitted by applicable law hereby waives all rights under all appraisal, homestead, moratorium, valuation, exemption, stay, extension, reinstatement, and marshalling statutes, laws or equities now or hereafter existing, and the Mortgagor agree that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of the Collateral. Without limiting the generality of the preceding sentence, the Mortgagor on their own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale

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under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court and any right of reinstatement if allowed by law.

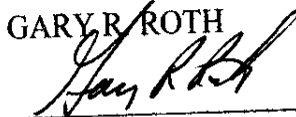
L. No Merger. It being the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Premises, it is hereby understood and agreed that should Mortgagee acquire an additional or other interests in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

M. Mortgagee Not a Joint Venturer or Partner. Mortgagor and Mortgagee acknowledge and agree that in no event shall Mortgagee be deemed to be a partner or a joint venturer with Mortgagor. Without limitation of the foregoing, Mortgagee shall not be deemed to be such a partner or joint venturer on account of its becoming a mortgagee-in-possession or exercising any rights pursuant to this Mortgage or pursuant to any other instrument or document evidencing or securing any of the Liabilities secured hereby, or otherwise.

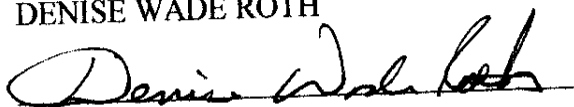
N. No Property Manager's Lien. Any property management agreement for or relating to all or any part of the Premises, whether now in effect or entered into hereafter by Mortgagor or any agent with a property manager shall contain a "no lien" provision whereby the property manager forever and unconditionally waives and releases any and all mechanics' lien rights and claims that it or anyone claiming through or under it may have at any time pursuant to any statute or law. Such property management agreement or a short form thereof including such waiver shall, at Mortgagee's request, be recorded with the Office of the Recorder of Deeds for the county in which the Premises are located. In addition, Mortgagor shall cause the property manager to enter into a subordination agreement with Mortgagee, in recordable form, whereby the property manager subordinates its present and future lien rights and those of any party claiming by, through or under it, to the lien of this Mortgage. Mortgagor's failure to cause any of the foregoing to occur shall constitute a default under this Mortgage.

WITNESS the hand and seal of Mortgagor on the day and year first above written, pursuant to proper authority duly granted.

GARY R. ROTH



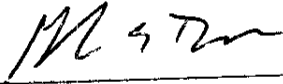
DENISE WADE ROTH



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Accepted and agreed to as of the date written above.

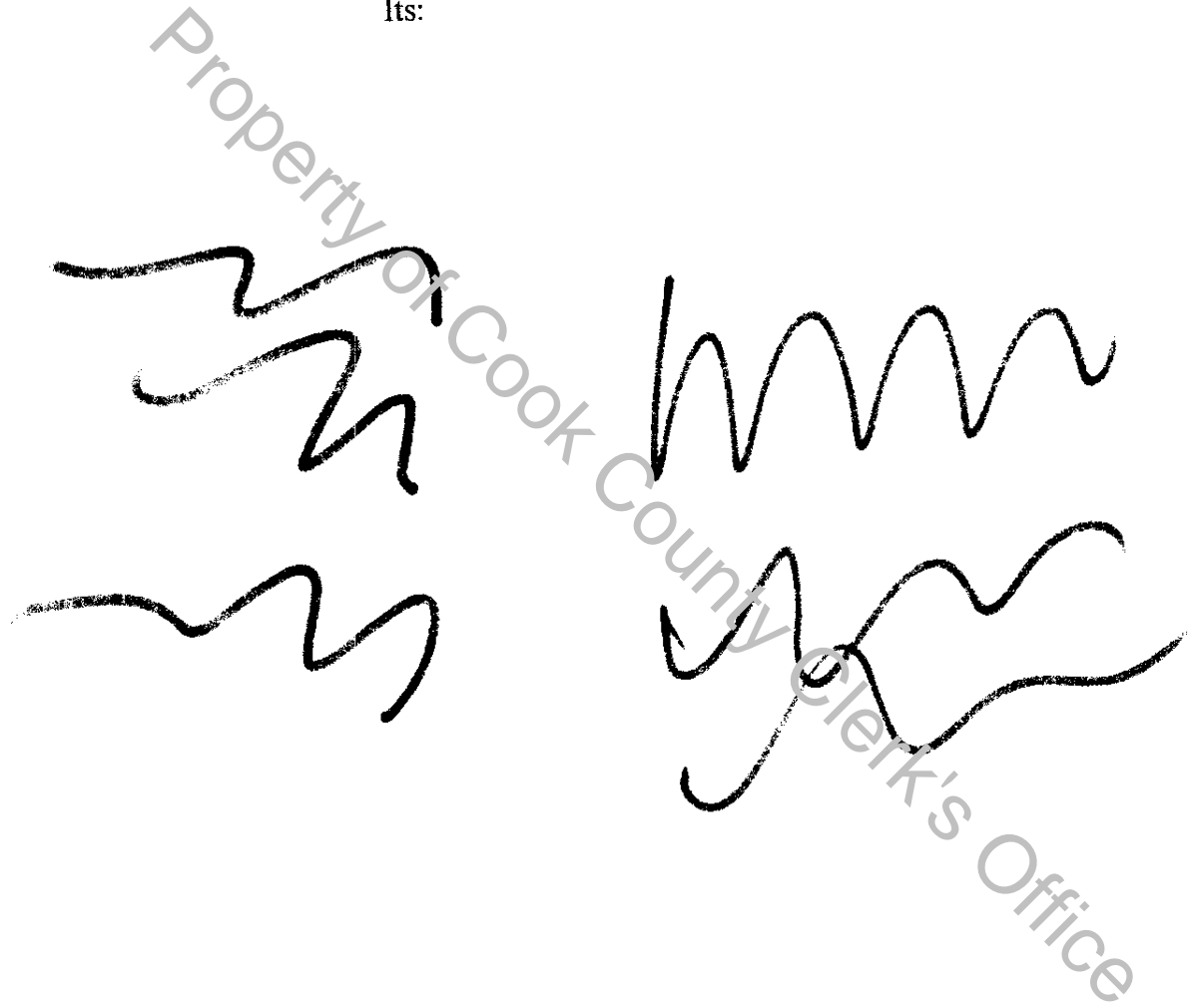
U.S. Bank National Association



By:

Its:

Property of Cook County Clerk's Office



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EXHIBIT A LEGAL DESCRIPTION

LOTS 296 AND 297 IN LOWRY SECOND ADDITION TO NORWOOD PARK IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 12-01-216-043-0000

Commonly known as 7238 West Everell, Chicago, Illinois 60631

Property of Cook County Clerk's Office