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Doc#: 1233235055 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/27/2012 11:49 AM Pg: 1 of 7

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud

800-532-8785

597660 1/2

The property identified as:

Pin: 16-12-210-030-1001

Address:

Street: 622 N. Rockwell Unit 101

Street line 2:

City: Chicago

State: IL

ZIP Code: 60612

Lender: GreenChoice Bank, FSB

Borrower: Smith Park Condos Corporation

Loan / Mortgage Amount: \$145,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77.10 et seq. because it is not owner-occupied.

STEWART TITLE COMPANY
2055 West Army Trail Road, Suite 110
Addison, IL 60101
630-889-4000

S
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SC
INT

Certificate number: 0F7DA0B7-3DD7-4F5C-8808-61E5861DFC7E

Execution date: 09/28/2012

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597660

MORTGAGE (ILLINOIS)

Loan: 181663738

Above Space for Recorder's use only

THIS AGREEMENT, made as of September 28, 2012, between Smith Park Condos Corporation, an Illinois corporation, (hereinafter referred to as the "Mortgagor") and GreenChoice Bank, fsb a federal savings bank (hereinafter referred to as the "Mortgagee").

WITNESSETH

WHEREAS the Mortgagor is justly indebted to the Mortgagee to secure payment of all amounts owed to the Mortgagee under that certain Promissory Note (the "Note") dated September 28, 2012 by and between Mortgagee and Mortgagor in and by the Mortgagor promised to pay the sum of One Hundred Forty Five Thousand and 00/100 (\$145,000.00) Dollars due under the Note and interest at the rate and in installments as provided in said Note, with a final payment of the balance due as set forth in the Note, and all of said principal and interest are made payable at such place as set forth in the Note, or as the Mortgagee may from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee at 5225 West 25th Street, Cicero IL 60804 (designated place of payment as of the date hereof).

NOW, THEREFORE, the Mortgagor to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage and the Note and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the TOWN OF CICERO, COUNTY OF COOK; IN THE STATE OF ILLINOIS, to wit:

PARCEL 1: UNIT NUMBER 101 IN THE SMITH PARK VILLAS CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF LOT 13 IN THE SUBDIVISION OF THAT PART LYING NORTHEASTERLY OF GRAND AVENUE OF THE EAST 67 FEET OF BLOCK 6 (EXCEPT THE NORTH 33 FEET THEREOF) IN WRIGHT AND WEBSTER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF LOT 30 IN THE SUBDIVISION OF THAT PART OF BLOCK 6 OF WRIGHT AND WEBSTER'S SUBDIVISION AFORESAID LYING NORTHEASTERLY OF GRAND AVENUE (EXCEPT THE EAST 67 FEET OF SAID BLOCK 6), SECTION, TOWNSHIP, AND RANGE AFORESAID, EXCEPT THAT PART LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 30, AFORESAID, THENCE NORTH 60 DEGREES 31 MINUTES WEST ALONG THE SOUTH LINE OF SAID LOT 30, A DISTANCE OF 4.98 FEET TO THE EASTERLY FACE OF A ONE STORY BRICK BUILDING; THENCE NORTH 27 DEGREES 44 MINUTES 47 SECONDS EAST ALONG THE EASTERLY FACE OF SAID ONE STORY BRICK BUILDING, A DISTANCE OF 81.56 FEET TO THE NORTHEAST CORNER OF SAID ONE STORY BRICK BUILDING; THENCE NORTH 59 DEGREES 51 MINUTES 42 SECONDS WEST ALONG SAID NORTH FACE OF SAID ONE STORY BRICK BUILDING, A DISTANCE OF 38.94 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY FACE OF SAID ONE STORY BRICK BUILDING AND THE EAST FACE OF A TWO STORY BRICK BUILDING; THENCE NORTH 1 DEGREE 1 MINUTE 4 SECONDS EAST ALONG THE EAST FACE OF SAID TWO STORY BRICK BUILDING, A DISTANCE OF 21.06

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FEET TO THE NORTHEAST CORNER OF SAID TWO STORY BRICK BUILDING; THENCE NORTHWESTERLY ALONG THE NORTH FACE OF SAID TWO STORY BRICK BUILDING 0.46 FEET, MORE OR LESS, TO THE WEST LINE OF SAID LOT 13, SAID POINT BEING THE POINT OF TERMINATION OF SAID LINE, ALL IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0814445161; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE INDEX NUMBER(S): 16-12-210-030-1001

ADDRESS(ES) OF REAL ESTATE: 622 North Rockwell, Unit 101, Chicago, IL 60612

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, indoor beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, if applicable, which said rights and benefits the Mortgagor does hereby expressly release and waive.

The name of a record owner is: Smith Park Condos Corporation

This mortgage consists of six pages. The covenants, conditions and provisions appearing on pages 3 through 6 are incorporated herein by reference and are a part hereof and shall be binding on Mortgagor, its heirs, successors and assigns.

Witness the hand . . . and seal . . . of Mortgagor the day and year first above written.

PLEASE
PRINT OR
TYPE NAME(S)
BELOW

Smith Park Condos Corporation
By: [Signature]
Dan Popyovich, President

STATE OF ILLINOIS

COUNTY OF COOK

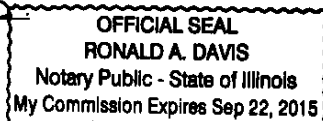
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dan Popovych personally known to me to be the same person whose name is subscribed to the foregoing instrument as the President of Smith Park Condos Corporation, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

IMPRESS
SEAL
HERE

Given under my hand and official seal, this 28th day of Sept 2012

Commission expires 09-22 2015

[Signature]
NOTARY PUBLIC



This instrument was prepared by: Lawrence A. Gold, Gomberg, Sharfman, Gold & Ostler, P.C., 208 S. La Salle, Suite 1410, Chicago, IL 60604

Mail this instrument to Lawrence A. Gold, Gomberg, Sharfman, Gold & Ostler, P.C., 208 S. La Salle, Suite 1410, Chicago, IL

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

1. Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereon, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the Property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

4. If, by the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the Note hereby secured, the Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the Note secured hereby.

5. At such time as the Mortgagor is not in default either under the terms of the Note secured hereby or under the terms of this mortgage, the Mortgagor shall have such privilege of making prepayments on the Note (in addition to the required payments) as may be provided in the Note.

6. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagor.

8. The Mortgagee making any payment hereby authorized 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.

9. Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee and without notice to Mortgagor, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the Note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

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

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

12. Upon or any time after the filing of a complaint to foreclose this mortgage, the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

13. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. The Mortgagor shall periodically deposit with the Mortgagee such sums as the Mortgagee may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.

16. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

17. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

18. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons

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shall have executed the Agreement or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Note secured hereby.

19. **Collateral Protection Act Notice.** Unless the Mortgagor provides the Mortgagee with evidence of the insurance coverage required by this Mortgage, the Mortgagee may purchase insurance at the expense of the Mortgagor to protect the interest of the Mortgagee in the premises. This insurance may, but need not, protect the interest of the Mortgagor in the premises. The coverage that the Mortgagee purchases may not pay any claim that the Mortgagor may make or any claim that is made against the Mortgagor in connection with the premises. The Mortgagor may later cancel any insurance purchased by the Mortgagee, but only after providing the Mortgagee with evidence that the Mortgagor has obtained insurance as required by this Mortgage. If the Mortgagee purchases insurance for the premises, the Mortgagor will be responsible for the costs of that insurance, including interest and any other charges the Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the total outstanding balance or obligation of the Mortgagor to the Mortgagee. The costs of the insurance obtained by the Mortgagee may be more than the cost of insurance the Mortgagor may be able to obtain on its own behalf.

20. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid as provided in the Settlement Agreement or the interest conveyed is a Mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Note secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Note it secures.

21. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Note secured hereby. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

22. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

23. **TAX AND INSURANCE DEPOSITS.** The Mortgagor shall deposit with the Mortgagee, or a depository designated by Mortgagee, in addition to the monthly installments of principal and interest due under the terms of the Note, and concurrently therewith, monthly until the principal indebtedness evidenced by the Note is paid, the following: a sum equal to 110% of the most recently ascertainable real estate taxes and assessments based upon

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the most recent information from the taxing authorities ("taxes") and insurance premiums next due on the premises (all as estimated by Mortgagee in its reasonable discretion), divided by twelve and multiplied by the number of months to elapse prior to the date when such taxes or insurance premium will become due and payable. Mortgagor, on the date hereof, shall also deposit an amount based upon the taxes, on an accrual basis so that a sufficient reserve for taxes shall be on deposit with Mortgagee to pay the then next due tax payment. All such payments described in this Section 2 shall be held by Mortgagee or a depository designated by Mortgagee in trust without accruing or without any obligation arising for the payment of interest thereon. If the funds so deposited are insufficient to pay, when due, all taxes and premiums as aforesaid, the Mortgagor shall, within ten (10) days after receipt of demand therefor from Mortgagee or its agent, deposit such additional funds as may be necessary to pay such taxes and premiums. If the funds so deposited exceed the amounts required to pay such items, the excess shall be applied on the next due deposits. Neither the Mortgagee nor depository shall be liable for any failure to make the payments of insurance premiums, or of taxes, unless Mortgagor, while not in default hereunder, shall have requested said Mortgagee or depository in writing to make application of such deposits to the payment of the particular insurance premium or taxes, accompanied by the bills for such insurance premiums or taxes, provided, however, Mortgagee may at its option make or cause the depository to make any such application of the aforesaid deposits without any direction or request to do same by Mortgagor. Mortgagee may suspend, in whole or in part, and later reinstate, the application of this section as often as it may determine. In the event of a default and after the expiration of any relevant cure period, if any, in any provision contained herein or in the Note secured hereby, Mortgagee may, at its option, apply any monies on deposit pursuant to this Section 2 (except for monies deposited by tenants of the Mortgagor to pay real estate taxes which funds have been deposited with the Mortgagee and which funds must be used for their intended purpose) against any of the Mortgagor's obligations hereunder or in the Note contained, in such order and manner as the Mortgagee may elect. Such deposits are hereby pledged as additional security for the indebtedness hereunder and shall be held in trust to be irrevocably applied by the depository for the purposes for which made hereunder and shall not be subject to the direction or control of the Mortgagor; provided, however, that neither the Mortgagee nor said depository shall be liable for any failure to apply to the payment of taxes or insurance any amount so deposited, unless Mortgagor, while not in default hereunder, shall have requested said depository in writing to make application of such funds to the payment of particular taxes or insurance premiums for payment of which they were deposited accompanied by the bills therefor.