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Doc#: 1803657023 Fee: \$84.00

Karen A. Yarbrough

Cook County Recorder of Deeds

Date: 02/05/2018 09:49 AM Pg: 1 of 19

Illinois Anti-Predatory
Lending Database
Program 1718806
Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: PIN: 17-22-107-070-1045

Address:

Street: 50 E 16th Street

Street line 2: Unit 515

City: Chicago

State: IL

ZIP Code: 60616

Lender: CIBC Bank USA

Borrower: Asif Mirza and Naznin Mirza

Loan / Mortgage Amount: \$475,500.00

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.

Certificate number: C2909F55-2BD9-4760-88DC-2E3308C3D661

Execution date: 12/7/2017

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PREPARED BY:

Joseph D. Demko
 SmithAmundsen LLC
 120 S. Central Ave., Suite 700
 St. Louis, Missouri 63105

When recorded, please return to:

Michael Herbeck
 CIBC Bank USA
 120 S. LaSalle Street
 Chicago, Illinois 60603

 (Space Above This Line for Recording Data)

SECOND MORTGAGE

THIS SECOND MORTGAGE (this "Mortgage") is made as of December 7, 2017, by Asif Mirza and Naznin Mirza, husband and wife, as Joint Tenants with the Right of Survivorship (collectively, "Grantor"), whose mailing address is 800 Kylemore Drive, Des Plaines, IL 60016, for the benefit of CIBC Bank USA, its Successor and/or Assigns ("Lender" or "Bank"), whose mailing address is 120 S. LaSalle Street, Chicago, Illinois 60603.

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters ("Property") located in Cook County, State of Illinois:

UNIT 515 AND P-71 IN THE 1555 WABASH CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THAT PART OF BLOCK 32, IN ASSESSOR'S DIVISION OF NORTHWEST FRACTIONAL QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHEAST CORNER OF WABASH AVENUE AND SIXTEENTH STREET. THENCE EAST ALONG THE NORTH LINE OF SIXTEENTH STREET 172 FEET AND 2 INCHES, MORE OR LESS, TO THE WEST LINE OF THE ALLEY; THENCE NORTH 183 FEET AND 9 INCHES ALONG THE WEST LINE OF SAID ALLEY; THENCE WEST 172 FEET AND TWO INCHES, MORE OR LESS, TO A POINT IN THE EAST LINE OF WABASH AVENUE, 163 FEET 9 INCHES NORTH OF THE NORTH LINE OF SIXTEENTH STREET; THENCE SOUTH 163 FEET 9 INCHES TO THE PLACE OF BEGINNING, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED JUNE 18, 2009 AS DOCUMENT NO. 0918918036, AS AMENDED FROM TIME TO TIME TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

EXCLUSIVE USE FOR STORAGE PURPOSES IN AND TO STORAGE AREA 45, LIMITED COMMON ELEMENTS, AS SET FORTH AND DEFINED IN SAID DECLARATION OF CONDOMINIUM OWNERSHIP FOR 1555 WABASH CONDOMINIUM AND THE PLAT OF SURVEY ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 50 E. 16th Street, Unit 515, Chicago, Illinois 60618

PERMANENT INDEX NUMBER: 17-22-107-070-1045
 17-22-107-070-1250

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Lubes & Supply, LLC (collectively, "Borrower") and Bank, and Grantor and Bank have entered into a certain Loan and Security Agreement dated of even date herewith (which Loan and Security Agreement and as the same may from time to time be further amended, restated, extended, renewed, modified, replaced, or supplemented, is hereinafter collectively called the "Loan Agreement"). All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Loan Agreement;

WHEREAS, Lender is making financing available to Borrower in the principal amount of Four Hundred Seventy-Five Thousand Five Hundred and 00/100 Dollars (\$475,500.00) ("Loan");

WHEREAS, the total unpaid balance so secured by this Mortgage at any one time shall not exceed a maximum principal amount Nine Hundred Fifty-One Thousand and 00/100 Dollars (\$951,000.00), plus interest thereon, and any disbursements made for the payment of taxes, special assessments, or insurance on the Property, with interest on such disbursements;

WHEREAS, Grantor and Lender expressly acknowledge that this Mortgage, and all rights and obligations created hereby, is expressly made subject and subordinate to a prior Mortgage on the Property made by Grantor to Guaranteed Rate, Inc., dated August 2, 2016 and recorded August 17, 2016 as document no. 1623042068, in the original principal amount of \$300,320.00;

WHEREAS, this Mortgage secures (i) Borrower's obligations under the Loan Documents, (ii) accrued and unpaid interest thereon, (iii) any other unpaid amounts or balances made by Bank with respect to the Property, whether pursuant to this Mortgage, the Loan Agreement or otherwise, for the payment of taxes and municipal assessments, maintenance charges, insurance premiums, costs incurred for the protection of the Property or the lien of this Mortgage, expenses incurred by Bank by reason of a default or any Event of Default or any other event which, with notice or the lapse of time or both would become an Event of Default, and (iv) all other Obligations described herein;

WHEREAS, this Mortgage constitutes a lien on the Property from the time of its recording for the full amount of the total unpaid Indebtedness under the Loan Documents, including without limitation the Note; and

WHEREAS, payment of the Note is secured by this Mortgage which encumbers the Property. To secure (i) the payment when and as due and payable of the principal of and interest on the Note or so much thereof as may be advanced from time to time, and any and all late charges if any, and all other indebtedness evidenced by or owing under the Note, together with any extensions, modifications, renewals or refinancing thereof, (ii) the payment of all other indebtedness which this Mortgage by its terms may secure, and (iii) the strict performance and observance of each and every one of the covenants and agreements contained in this Mortgage and the Note (all of such indebtedness, obligations and liabilities identified in (i) through (iii) above being hereinafter referred to as the "Debt"), the Grantor does hereby GRANT, SELL, CONVEY, MORTGAGE, and ASSIGN unto the Lender, its successors and assigns, and does hereby grant to Lender, its successors and assigns a security interest in and to, all of the properties, rights, interests and privileges described in the following Paragraphs A through G. (collectively, "Property").

A. THAT CERTAIN PROPERTY, the Property, located in Cook County, Illinois which is legally described in the recitals, which are incorporated herein by reference:

B. TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Property, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or for any such buildings, structures and improvements and all of the right, title and interest of the Grantor now or hereafter acquired in and to any of the foregoing ("Improvements");

C. TOGETHER WITH all easements, rights of way, strips and gores of land, streets, ways, alleys, sidewalks, vaults, passages, sewer rights, waters, water courses, water drainage and reservoir rights and powers (whether or not appurtenant), all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, easements, franchises, appendages, and

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appurtenances whatsoever in any way belonging, relating or appertaining to the Property or the Improvements, whether now owned or hereafter acquired by the Grantor, including without limitation all existing and future mineral, oil and gas rights which are appurtenant to or which have been used in connection with the Property, all existing and future water stock relating to the Property or the Improvements, all existing and future share of stock respecting water and water rights pertaining to the Property or the Improvements or other evidence of ownership thereof, and the reversions and remainders thereof ("Appurtenant Rights");

D. TOGETHER WITH all machinery, apparatus, equipment, fittings and fixtures of every kind and nature whatsoever now or hereafter owned by the Grantor and forming a part of, or used or obtained for use in connection with, the Property or the Improvements including, but without limitation, any and all heating, ventilating and air conditioning equipment and systems, antennae, appliances, apparatus, awnings, basins, boilers, built-in bookcases, cabinets, carpets, communication systems, cooling units, dehumidifiers, dishwashers, disposals, doors, drapery rods, ducts, equipment, fans, fittings, floor coverings, furnaces, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing and electric equipment, pumps, radiators, ranges, recreational facilities and equipment, refrigerators, screens, sprinklers, stoves, shades, shelving, sinks, security systems, toilets, ventilators, wall coverings, washers, windows, wiring and all extensions, renewals or replacements thereof or substitutions therefor or additions thereto, whether or not the same are or shall be attached to the Property or the Improvements in any manner (collectively, the "Fixtures"), conclusively be deemed to be real property and conveyed hereby for purposes of this Mortgage. Any and all additions and accessories to all of the foregoing and any and all proceeds (including proceeds of insurance, eminent domain or other governmental takings), renewals, replacements and substitutions of all of the foregoing;

E. TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Property or improvements thereon or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Property or the Improvements or proceeds of any sale, option or contract to sell the Property or Improvements or any portion thereof;

F. TOGETHER WITH all rents or other income thereof; the Lender is hereby authorized to direct each and every present and future tenant of any of the Property to pay all rents directly to the Lender and to perform all other obligations of that tenant for the direct benefit of the Lender, as if the Lender were the landlord under the lease with that tenant, immediately upon receipt of a demand by the Lender to make such payment or perform such obligations; and the Grantor hereby waives any right, claim or demand it may now or hereafter have against any such tenant by reason of such payment of rents or performance of obligations to the Lender, and any such payment or performance to the Lender shall discharge the obligations of the tenant to make such payment or performance to the Grantor; and

G. TOGETHER WITH any and all proceeds of any sale, option, or contract to sell the Property or any portion thereof (provided that no right, consent or authority to sell the Property or any portion thereof shall be inferred or deemed to exist by reason hereof); and the Grantor hereby authorizes, directs and empowers the Lender, at its option, on the Grantor's behalf, or on behalf of the successors or assigns of the Grantor, to adjust, compromise, claim, collect and receive such proceeds; to give acquittances therefor; and, after deducting expenses of collection, including reasonable attorneys' fees, costs and disbursements, to apply the proceeds of same to repayment of the Note, notwithstanding the fact that the same may not then be due and payable or that the Note is otherwise adequately secured; and the Grantor agrees to execute and deliver from time to time such further instruments as may be requested by the Lender to confirm such assignment to the Lender of any such proceeds.

TO HAVE AND TO HOLD the Property, unto the Lender, and its successors and assigns, **IN FEE SIMPLE** forever; subject only, however, to those encumbrances which the Lender has approved in advance in writing ("Permitted Encumbrances");

UPON CONDITION that, subject to the terms hereof and until the occurrence of an Event of Default hereunder, the Grantor shall be permitted to possess and use the Property;

SUBJECT TO the covenants and conditions hereinafter set forth.

PROVIDED, NEVERTHELESS, that if Grantor shall pay and perform in full when due all amounts under the Note and shall duly and timely perform and observe each and every one of the obligations, covenants, and conditions contained herein and in the Note, to be performed and

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observed by the Grantor then the Lender shall execute and deliver to the Grantor such instruments as may be reasonably requested by the Grantor which are sufficient to release this Mortgage.

THE GRANTOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. Representations of Grantor. Grantor hereby represents and warrants to Lender as follows:

a. Grantor has good and marketable title to an indefeasible fee simple estate in the Property, subject to no liens, charges or encumbrances, other than the Permitted Encumbrances; that he has the right and capacity to mortgage the Property in the manner and form herein provided; that this Mortgage is and shall remain a valid and enforceable lien on the Property subject only to the Permitted Encumbrances; that Grantor and his heirs, successors, personal representatives, and assigns shall defend the same and the priority of this lien forever against the lawful claims and demands of all persons whomsoever, and that this covenant shall not be extinguished by any foreclosure hereof but shall run with the Property.

b. Grantor has and shall maintain fee simple title to the Property, including any additions or replacements thereto, free of all security interests, liens and encumbrances, other than the security interest hereunder.

2. Grantor's Covenants/Mortgage Covenants.

a. Payment of Debt. The Grantor shall, prior to the expiration of any grace period: (i) pay the Note when due, and (ii) duly and punctually perform and observe all of the covenants and conditions to be performed or observed by the Grantor as provided in the Note and this Mortgage.

b. Repair/Maintenance. The Grantor shall (i) promptly repair, restore, replace or rebuild any portion of the Property which may be damaged or destroyed, whether or not insurance proceeds as hereinafter defined are available or sufficient for that purpose; (ii) keep the Property in good condition and repair, free from waste; (iii) pay all operating costs and expenses of the Property when due; (iv) comply with all legal requirements applicable to all or any portion of the Property, or the use and occupancy, thereof (subject to the right of the Grantor to contest the enforceability or applicability of any such legal requirements in good faith, diligently and at its expense by appropriate proceedings which shall not subject the Grantor or the Lender to any risk of civil or criminal liability and which shall operate during the pendency thereof to prevent the imposition or foreclosure of any lien upon, or any interference with the availability, use or occupancy of, the Property or any part thereof), and observe and comply with any conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions that are applicable to all or any portion of the Property or the use and occupancy thereof; (v) refrain from any action, and correct any condition known to the Grantor, which would materially increase the risk of fire or other hazard to the Property or any portion thereof; and (vi) cause the Property to be managed in a competent and professional manner.

c. Alteration of Property. Without the prior written consent of Lender, Grantor shall not cause, suffer or permit (i) any material alteration of the Property, except as required by any applicable legal requirement; (ii) any change in the zoning classification or intended use or occupancy of the Property, including without limitation any change which would increase any fire or other hazard; or (iii) any change in the identity of the Grantor.

d. Compliance with Laws. The Grantor shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental authority or court applicable to the Grantor or to the Property or any part thereof.

3. Liens, Contest and Defense of Title.

a. The Grantor shall not create or suffer or permit any lien, charge or encumbrance to attach to or be filed against the Property or any part thereof, or interest thereon, or any other rights and properties conveyed, mortgaged, transferred, and granted hereunder (except for Permitted Encumbrances), whether such lien, charge or encumbrance is on a parity, inferior, or superior to the lien of this Mortgage, including liens for labor or materials with respect to the Property ("Mechanic's Liens").

b. Notwithstanding paragraph (a) of this Section, the Grantor may in good faith and with reasonable diligence contest the validity or amount of any Mechanic's Liens and defer payment and discharge thereof during the pendency of such contest, provided that: (i) such

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contest shall prevent the sale or forfeiture of the Property, or any part thereof or any interest therein, to satisfy such Mechanic's Liens and shall not result in a forfeiture or impairment of the lien of this Mortgage; and (ii) within ten (10) days after the Grantor has been notified of the filing of any such Mechanic's Liens, the Grantor shall have notified the Lender in writing of the Grantor's intention to contest such Mechanic's Liens, or to cause such other party to contest such Mechanic's Liens, and shall have obtained a title insurance endorsement over such Mechanic's Liens in form and substance reasonably satisfactory to the Lender, insuring the Lender against loss or damage by reason of such Mechanic's Liens; provided that in lieu of such title insurance endorsement the Grantor may deposit and keep on deposit with the Lender (or such depository as may be designated by the Lender) a sum of money sufficient, in the judgment of the Lender, to pay in full such Mechanic's Liens and all interest thereon. Any such deposits are to be held without any allowance of interest and may be used by the Lender in its sole discretion to protect the priority of this Mortgage. In case the Grantor fails to maintain such title insurance or deposit, or to prosecute or cause the prosecution of such contest with reasonable diligence, or to pay or cause to be paid the amount of the Mechanic's Lien, plus any interest finally determined to be due upon the conclusion of such contest; then Lender may, at its option, apply or authorized the application of such deposited funds in payment of or on account of such Mechanic's Liens, or that part thereof then unpaid, together with all interest thereon according to any written bill, notice or statement, without inquiring into the amount, validity or enforceability thereof. If the amount of money so deposited shall (in Lender's reasonable judgment) be insufficient for the payment in full of such Mechanic's Liens, together with all interest thereon, then the Grantor shall forthwith, upon demand, deposit with the Lender (or other depository designated by the Lender) the sum which shall (in Lender's reasonable judgment, when added to the funds then on deposit with Lender) be necessary to make such payment in full (or such other security as shall be reasonably satisfactory to Lender). If a Mechanic's Lien claim is ultimately resolved in the claimant's favor, then the monies so deposited shall be applied in full payment of such Mechanic's Lien or that part thereof then unpaid, together with all interest thereon (provided no Event of Default shall then exist) when the Lender has been furnished with satisfactory evidence of the amount of payment to be made. Any excess funds so deposited and remaining on deposit under this Section 3(b) shall be paid to the Grantor, provided that no Event of Default shall then exist.

c. If the lien and security interest of the Lender in or to the Property, or any part thereof, becomes endangered or is attacked, directly or indirectly, the Grantor shall immediately notify the Lender and shall appear in and defend any action or proceeding purporting to affect the Property, or any part thereof, and shall at Grantor's sole expense, file and prosecute such proceedings and take all actions necessary to preserve and protect such title, lien and security interest in and to the Property.

4. Payment and Contest of Taxes.

a. The Grantor shall pay or cause to be paid when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever levied or assessed against the Property, or any part thereof, or any interest therein, or any income or revenue therefrom, or any obligation or instrument secured hereby, and all installments thereof (collectively, "Taxes"), on or before the date such Taxes are due; and the Grantor shall discharge any claim or lien relating to Taxes upon the Property. The Grantor shall provide the Lender with copies of paid real estate taxes when paid and with any other receipts for Taxes, if requested by the Lender, within ten (10) days after being requested to do so by the Lender.

b. Notwithstanding paragraph (a) of this Section, the Grantor may, in good faith and with reasonable diligence, contest or cause to be contested the validity or amount of any such Taxes, provided that: (i) no Event of Default has occurred; (ii) such proceeding shall stay the collection of the applicable Taxes from Grantor and from the Property or Grantor shall have paid all of the applicable Taxes under protest, (iii) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Grantor is subject and shall not constitute a default thereunder, (iv) neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated, cancelled or lost so long as the contest is being pursued, and (v) Grantor shall have deposited with Lender adequate reserves for the payment of the applicable Taxes, together with all interest and penalties thereon, unless Grantor has paid all of the applicable Taxes under protest, or Grantor shall have furnished such other security as may be accepted by Lender, in its sole and absolute discretion, to insure the payment of any contested Taxes, together with all interest and penalties thereon. If the Grantor fails to prosecute such contest with reasonable diligence or fails to maintain sufficient funds as hereinabove provided, the Lender may, at its option, liquidate any securities and apply the monies then on deposit with the Lender, in payment of, or on account of, such Taxes, or any portion thereof then unpaid, including all penalties and interest thereon according to any written bill, notice or statement, without inquiry as to the amount, validity or enforceability thereof. If

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the amount of money and any such security so deposited shall, in the Lender's reasonable judgment at any time be insufficient for the payment in full of such Taxes, together with all penalties and interest which are or might become due thereon, the Grantor shall forthwith, upon demand, deposit with the Lender a sum (or such other security as shall be reasonably satisfactory to the Lender) which when added to the funds then on deposit, shall in the Lender's reasonable judgment be sufficient to make such payment in full, or, if the Lender has applied funds so deposited on account of such Taxes, restore such deposit to an amount satisfactory to the Lender.

After final disposition of such contest and upon the Grantor's written request and delivery to the Lender of an official bill for such Taxes, the Lender shall apply such funds, if any, then on deposit under this Section to the payment of such Taxes or that part thereof then unpaid and the balance, if any, shall be refunded to the Grantor after such final disposition, provided that no Event of Default shall then exist.

5. Insurance.

a. For so long as this Mortgage is in effect, Grantor shall obtain and maintain at all times, policies of general comprehensive and liability insurance, property insurance providing coverage for fire and casualty and all risks as required by Lender from time to time, with coverage amounts in Lender's sole discretion; however, in all events sufficient to cover the full replacement value of the Property. Grantor shall provide Lender with evidence of all such insurance required hereunder.

(i) Any policy of insurance required by Lender to be obtained and maintained by Grantor under the provisions of the Loan Agreement shall be issued by a responsible insurance carrier licensed to do business in the State of Illinois and acceptable to Lender. Such policies shall be in such form and with such endorsements (including a mortgagee clause in favor of Lender), with waivers and deductibles as Lender shall designate or approve.

(ii) All insurance policies shall name Grantor as the insured, and shall name Lender as mortgagee and as an additional insured (under a standard non-contributing mortgagee protection clause, in form reasonably satisfactory to Lender, attached to such policy or policies whenever applicable, and providing, among other matters, that all insurance proceeds shall be paid to Lender).

(iii) All policies shall contain an agreement of the insurer to give Lender at least 30 days' written notice prior to cancellation or expiration of or change in such policies, or any of them; a waiver of subrogation rights against Lender and, if available Grantor; an agreement that such policies are primary and noncontributing with any insurance that may be carried by Lender; and a statement that the insurance shall not be invalidated should any insured waive in writing prior to a loss any or all right of recovery against any party for loss accruing to the property described in the insurance policy. As of the date hereof, and subject to any changes in such requirements which Lender may, in its discretion, make from time to time, any policy of property insurance shall contain a lender's loss payable endorsement, lender clause, or other noncontributory mortgagee clause of similar form and substance acceptable to Lender in favor of Lender as a mortgagee.

b. Concurrently herewith, Grantor shall deliver to Lender original policies or certificates with premiums prepaid evidencing the insurance required hereunder. Grantor shall procure and pay for renewals of such insurance (or shall cause the procurement and payment) from time to time before the expiration thereof, and Grantor shall deliver to Lender such original renewal policies or certificates with premiums prepaid at least 30 days before the expiration of any existing policy.

c. Grantor, for itself, and on behalf of its insurers, hereby releases and waives any right to recover against Lender on any liability for: damages for injury to or death of persons; any loss or damage to property, including the property of any occupant of the Property; any loss or damage to buildings or other Improvements comprising the Property; any other direct or indirect loss or damage caused by fire or other risks, which loss or damage is or would be covered by the insurance required to be carried hereunder by Grantor, or is otherwise insured; or claims arising by reason of any of the foregoing, except to the extent caused solely by the gross negligence or willful misconduct of Lender.

d. Approval by the Lender of any policies of insurance shall not be deemed a representation by the Lender as to the adequacy of coverage of such Policies or the solvency of the insurer. Lender shall not, by reason of accepting, rejecting, obtaining, or failing to obtain

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insurance, incur any liability for (i) the existence, nonexistence, form, amount or legal sufficiency thereof, (ii) the solvency or insolvency of any insurer, or (iii) the payment of losses.

All insurance required hereunder or carried by Grantor shall be procured at Grantor's sole cost and expense. Grantor shall deliver to Lender receipts satisfactory to Lender evidencing full prepayment of the premiums therefor, except to the extent Lender makes such payments as permitted under this Mortgage (for the periods and payments so covered by such payments). In the event of foreclosure on, or other transfer of title in lieu of foreclosure of, the Property, all of Grantor's interest in and to any and all insurance policies in force shall pass to Lender, or to the transferee or purchaser as the case may be, and Lender is hereby irrevocably authorized to assign in Grantor's name to such purchaser or transferee all such policies, which may be amended or rewritten to show the interest of such purchaser or transferee.

e. Grantor is hereby notified that unless Grantor provides Lender with evidence of the insurance coverage required by the Loan Agreement, Lender may purchase the required insurance at Grantor's expense to protect Lender's interest in the Property. This insurance may, but need not, protect Grantor's interests. The coverage that Lender purchases may not pay any claim that Grantor makes or any claim that is made against Grantor in connection with the Property. Grantor may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Grantor has obtained insurance as required by the Loan Agreement. If Lender purchases insurance for the Property, Grantor will be responsible for the costs of that insurance, including interest at the Default Rate and any other charges Lender may impose in connection with the placement of the insurance until the effective date of the cancellation or the expiration of the insurance. The costs of the insurance shall be added to Grantor's total outstanding balance or obligation and shall constitute additional indebtedness under the Note payable under the terms of the Note. The costs of the insurance may be more than the cost of insurance Grantor may be able to obtain on its own.

6. Casualty Loss; Proceeds of Insurance.

a. Grantor will give the Lender prompt written notice of any loss or damage to the Property, or any part thereof, by fire or other casualty.

b. In case of loss or damage covered by any insurance policy required hereunder, the Lender is hereby authorized at Lender's option, to settle and adjust any claim under such policy, and after the entry of a decree of foreclosure, or a sale or transfer pursuant thereto or in lieu thereof, the decree creditor or such purchaser or transferee, as the case may be, are hereby authorized to settle and adjust any claim under such policies upon consultation with, but without requiring the consent of, the Grantor; and the Lender shall, and is hereby authorized to, collect and receipt for any and all proceeds payable under such Policies in connection with any such loss. Grantor hereby irrevocably appoints Lender as its attorney-in-fact for the purposes set forth in the preceding sentence. Each insurance company is hereby authorized and directed to make payment (i) of 100% of all such losses (if such loss exceeds said amount) directly to Lender alone, and (ii) of 100% of all such losses (if such loss is less than or equal to said amount) directly to Grantor alone, and in no case to Grantor and Lender jointly. All reasonable cost and expenses incurred by Lender in the adjustment and collection of any such insurance proceeds (including without limitation reasonable attorneys' fees and expenses) shall be so much additional indebtedness under the Note, and shall be reimbursed to the Lender upon demand or may be paid and deducted by the Lender from such insurance proceeds prior to any other application thereof. Lender shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure, other than the gross negligence or willful misconduct of Lender.

c. Net insurance proceeds received by the Lender under the provisions of the Loan Agreement or any instrument supplemental hereto or thereto or any policy or policies of insurance covering any Improvements on the Property or any part thereof shall be applied by the Lender at its option as and for a prepayment on the Note, without a prepayment fee (whether or not the same is then due or otherwise adequately secured), or shall be disbursed for restoration of such Improvements ("Restoration"), in which event the Lender shall not be obligated to supervise Restoration work nor shall the amount so released or used be deemed a payment of the indebtedness evidenced by the Note. If Lender elects to permit the use of insurance proceeds to restore such Improvements it may do all necessary Illinois laws to accomplish that purpose, including advancing additional funds and all such additional funds shall constitute part of the indebtedness under the Note. If Lender elects to make the insurance proceeds available to Grantor for the purpose of effecting the Restoration, or, following an Event of Default, elects to restore such Improvements, any excess of insurance proceeds above the amount necessary to complete the Restoration shall be applied as and for a prepayment on the Note, without a prepayment fee or premium. No interest shall be payable to Grantor upon insurance proceeds held by Lender.

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d. Notwithstanding the provisions of this Section, Lender agrees to allow the Insurance Proceeds to be disbursed for Restoration provided: (i) no Event of Default, and no default with which the passage of time or giving of notice would constitute an Event of Default, shall have occurred; (ii) Lender is satisfied in its sole and absolute discretion, that by expenditure of the insurance proceeds hereunder the Property damaged or destroyed shall be fully restored within a reasonable period of time, and all payments required under the Note will continue to be paid as and when the same become due and payable; (iii) Lender has to his satisfaction reviewed and approved Grantor's plans and specifications for the repair and Restoration of the Property and any general contractors, subcontractors and material suppliers employed to perform such work; (iv) if so required by Lender in its sole and absolute discretion, all general contractors, all major subcontractors and material suppliers shall have supplied 100% performance and completion bonds; (v) if the net Insurance Proceeds available are insufficient for payment of the full cost of Restoration or repair and the payments under the Note during the completion period, as estimated by Lender, then Grantor shall have deposited with Lender sufficient additional funds to insure payment of all such costs, or made arrangements acceptable to Lender for such sufficient additional funds; (vi) Grantor shall provide evidence of the implementation of builder's risk coverage for the Property with coverage and in such amounts as Lender shall request and which otherwise complies with the insurance requirements set forth herein; and (vii) Grantor shall have satisfied such other conditions as Lender may in good faith determine to be appropriate.

e. So long as any indebtedness under the Note shall be outstanding and unpaid, and whether or not insurance proceeds are available or sufficient therefor, the Grantor shall promptly commence and complete, or cause to be commenced and completed, with all reasonable diligence, the Restoration of the Property as nearly as possible to the same value, condition and character which existed immediately prior to such loss or damage. Any Restoration shall be effected in accordance with procedures to be first submitted to and approved by the Lender in accordance with the Loan Agreement. The Grantor shall pay all costs of such Restoration to the extent insurance proceeds are not made available or are insufficient.

7. Waiver of Redemption. Grantor waives all rights of redemption in the Property to the fullest extent allowable under 735 ILCS 5/15-16.01.

8. Lender's Performance of the Grantor's Obligations. Upon the occurrence of an Event of Default hereunder, the Lender may, but without any obligation to do so, upon simultaneous notice to the Grantor, make any payment or perform any Illinois law which the Grantor is required to make or perform hereunder in any form and lawful manner deemed expedient to the Lender, including without limitation, the right to enter into possession of the Property, or any portion thereof, and to take any action which Lender deems necessary or desirable in connection therewith, all at the sole cost and expense of Grantor. Lender, in addition to any rights or powers granted or conferred hereunder but without any obligation to do so, may complete any construction upon, rent, and operate the Property. All monies paid, and all reasonable expenses paid or incurred in connection therewith, including but not limited to reasonable court costs and attorneys' fees and expenses and other monies advanced by the Lender to protect the Property as described herein shall be added to the principal amount of the Note, and shall become immediately due and payable on demand, and with interest thereon at the Default Rate. Lender may take the actions contemplated by this paragraph in reliance upon any written bill, notice, statement, or estimate, without inquiry into the amount, validity or enforceability thereof. Nothing contained herein shall be construed to require the Lender to advance or expend monies for any purpose mentioned herein, or for any other purposes.

9. Restrictions on Transfer. For the purpose of protecting the Lender's security, and keeping the Property free from subordinate financing liens, the Grantor agrees that she will not (a) sell, assign, transfer, hypothecate, grant a security interest in or convey title to the Property or any part thereof or (b) obtain any financing, all or a part of which, will be secured by the Property all without, in each instance, the Lender's prior written consent. Any violation of this Section 8 shall be deemed a "Prohibited Transfer."

10. Events of Default. Any one or more of the following events shall constitute an "Event of Default" under this Mortgage:

a. If the Grantor fails (i) to make any payment of principal or interest under the Note when due, or to make any other payment under the Note or this Mortgage within five (5) days of the date when due or, if no date is stated, five (5) days after demand (or such shorter period as may be expressly provided for herein or therein); or

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b. If a Prohibited Transfer shall occur, or

c. Grantor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Grantor contained in this Mortgage and not specifically referred to elsewhere in this Section 9; provided, however, that if such failure by its nature can be cured within thirty (30) days, then, then Grantor shall have a cure period of thirty (30) days after Grantor obtains Actual knowledge of such failure or receives written notice of such failure to cure the same, whichever is earlier; however, such cure period shall be reduced to ten (10) days from such knowledge or notice as provided above, if such failure can be cured by the payment of money; or

d. If an Event of Default occurs under the Note.

11. Remedies. Upon the occurrence of an Event of Default regardless of the pendency of any proceeding which has or might have the effect of preventing Grantor from complying with the terms of this instrument, and in addition to such other rights as may be available under the Note or under applicable law, but subject at all times to any mandatory legal requirements:

a. Acceleration. Lender may declare the outstanding principal balance of the Note and all unpaid indebtedness of Grantor hereby secured, including interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

b. Foreclosure. Lender may proceed to protect and enforce its rights hereunder (i) by any Illinois law, suit at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Mortgage. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Debt in the decree of sale, all expenditures and expenses authorized by Illinois law and all other expenditures and expenses which may be paid or incurred by or on behalf of Lender for reasonable attorney's fees, and expenses of any kind that may be reasonably estimated or expected to be expended after entry of the decree, including procuring title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Property. All expenditures and expenses of the nature mentioned in this paragraph, and such other expenses and fees as may be incurred in the protection of the Property and the maintenance of the lien of this Mortgage, including reasonable attorneys' fees in any litigation or proceedings affecting this Mortgage, the Note, or the Property, including bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be added to the indebtedness under the Note and shall be immediately due and payable by Grantor, with interest thereon at the Default Rate until paid.

c. Taking Possession. Upon demand by Lender, Grantor shall surrender possession of the Property to Lender, who may take possession thereof, and may in its discretion, do any of the following:

(i) make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments, and improvements in connection with the Property as may seem judicious to Lender, to insure and reinsure the Property and all risks incidental to Lender's possession thereof; and

(ii) apply any income derived from the Property, after allowing a reasonable fee for the collection thereof and for the management of the Property, to the payment of Taxes, Premiums and other charges applicable to the Property, or in reduction of the Debt in such order and manner as Lender shall select, in its sole discretion.

Lender shall in no way waive its right to foreclose this Mortgage by taking any action in the event of an Event of Default. Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the actual taking of possession of the Property. The right to enter and take possession of the Property shall be in addition to all other rights or remedies of Lender hereunder or afforded by law, and may be exercised concurrently

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therewith or independently thereof. The expenses, including without limitation any receiver's fees, reasonable counsel fees, costs and expenses or other compensation, incurred pursuant to the powers herein contained shall be secured by this Mortgage, which expenses Grantor promises to pay upon demand together with interest thereon at the Default Rate. Lender shall not be liable to account to Grantor for any action taken pursuant hereto. Without taking possession of the Property, Lender may, in the event the Property become vacant or are abandoned, take such steps as it deems appropriate to protect and secure the Property, including the costs of providing security therefor in Lender's sole discretion, and all costs incurred in so doing shall constitute so much additional indebtedness under the Note payable upon demand with interest thereon at the Default Rate.

d. Indemnity. The Grantor hereby agrees to indemnify, defend, protect and hold harmless the Lender from and against any and all liabilities, claims and obligations which may be incurred, asserted or imposed as a result of or in connection with any use, operation, or lease of the Property, or any part thereof, or as a result of the Lender seeking to obtain performance of any of the obligations due with respect to the Property; provided, however, that the foregoing indemnity shall not extend to such liabilities, claims or obligations as result from the gross negligence or intentional misconduct of the Lender, its employees, officers or agents.

12. Compliance with Illinois Mortgage Foreclosure Law.

a. In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois law, the provisions of the Illinois law shall take precedence over the inconsistent provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Illinois law.

b. If any provision of this Mortgage shall grant to Lender any rights or remedies upon the occurrence of an Event of Default which are more limited than the rights that would otherwise be vested in Lender under the Illinois law in the absence of said provision, Lender shall be vested with the rights granted in the Illinois law to the full extent permitted by law.

c. Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under Illinois law, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in of this Mortgage, shall be added to the Note and shall be immediately due and payable by Grantor, with interest thereon at the Default Rate until paid or shall be included in the judgment of foreclosure.

13. Waivers. Grantor hereby waives and agrees not to apply for or avail herself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws" now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such Moratorium Laws. Grantor for Grantor's benefit and all who may claim through or under Grantor waive any and all right to marshalling of the Property upon any foreclosure of the lien hereof and agree that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Lender shall have the right to become the purchaser at any sale made under or by virtue of this instrument and Lender so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Lender with the amount payable to Lender out of the net proceeds of such sale. In the event of any such sale, the outstanding principal amount of the Note and any other indebtedness under the Note or this Mortgage, if not previously due, shall be and become immediately due and payable without demand or notice of any kind.

14. Costs and Expenses of Foreclosure. 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 Lender for appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as to items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, and similar data and assurances with respect to title as Lender may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Property, and reasonable attorneys' fees, all of which expenditures shall become so much additional Debt which Grantor agrees to pay and all of such expenditures shall be immediately due and payable with interest thereon from the date of expenditure until paid at the Default Rate.

UNOFFICIAL COPY15. Protective Advances.

a. Advances, disbursements and expenditures made by Lender for the following purposes, whether before and during a foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, shall, in addition to those otherwise authorized by this Mortgage, constitute "Protective Advances":

(i) all advances by Lender in accordance with the terms of this Mortgage to: (A) preserve or maintain, repair, restore or rebuild the improvements upon the Property; (B) preserve the lien of this Mortgage or the priority thereof; or (C) enforce this Mortgage;

(ii) payments by Lender of: (A) when due, installments of principal, interest or other obligations in accordance with the terms of any prior lien or encumbrance; (B) when due, installments of taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the mortgaged real estate or any part thereof; (C) other obligations authorized by this Mortgage; or (D) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title to the Property;

(iii) advances by Lender in settlement or compromise of any claims asserted by claimants under any prior liens;

(iv) reasonable attorneys' fees and other costs incurred: (A) in connection with the foreclosure of this Mortgage; (B) in connection with any action, suit or proceeding brought by or against the Lender for the enforcement of this Mortgage or arising from the interest of the Lender hereunder or under the Loan Agreement; or (C) in the preparation for the commencement or defense of any such foreclosure or other action;

(v) Lender's fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing;

(vi) advances of any amount required to make up a deficiency in deposits for installments of taxes and assessments and insurance premiums as may be authorized by this Mortgage;

(v) expenses deductible from proceeds of sale; and

(vi) expenses incurred and expenditures made by Lender for any one or more of the following: (A) Premiums for casualty and liability insurance paid by Lender whether or not Lender or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the mortgaged real estate; (B) repair or Restoration of damage or destruction in excess of available Insurance Proceeds or condemnation awards; (C) payments required or deemed by Lender to be for the benefit of the Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Property; (D) shared or common expense assessments payable to any association or corporation in which the owner of the mortgaged real estate is a member in any way affecting the Property; (E) pursuant to any lease or other agreement for occupancy of the mortgaged real estate.

b. All Protective Advances shall be so much additional indebtedness under the Note, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate.

c. This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded.

d. All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Illinois law, apply to and be included in the:

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- (i) determination of the amount of Debt at any time;
- (ii) indebtedness found due and owing to the Lender in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;
- (iii) determination of amounts deductible from sale proceeds;
- (iv) application of income in the hands of any receiver or mortgagee in possession; and
- (v) computation of any deficiency judgment.

16. Application of Proceeds. The proceeds of any foreclosure sale of the Property or of any sale of property pursuant to this Mortgage shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings to which Lender is entitled; second, to all items, other than principal and interest evidenced by the Note, which under the terms hereof constitute indebtedness thereunder with interest thereon as herein provided; third, to all unpaid interest on the Note; fourth, to all unpaid principal on the Note; fifth, to whomsoever shall be lawfully entitled to the same.

17. Rights Cumulative

a. Each right, power, and remedy herein conferred upon the Lender is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter provided by law or in equity, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time concurrently or independently and as often and in such order as may be deemed expedient by the Lender.

b. By accepting payment of any sums secured by this Mortgage after the due date thereof, by accepting performance of any of the Grantor's obligations hereunder after such performance is due, or by making any payment or performing any Illinois law on behalf of the Grantor which the Grantor was obligated but failed to perform or pay, the Lender shall not waive, nor be deemed to have waived, its rights to require payment when due of all sums secured hereby and the due, punctual and complete performance of the Grantor's obligations under this Mortgage, the Note, and the Loan Agreement. No waiver or modification of any of the terms of this Mortgage shall be binding on the Lender unless set forth in writing signed by the Lender and any such waiver by the Lender of any Event of Default by the Grantor under this Mortgage shall not constitute a waiver of any other Event of Default under the same or any other provision hereof. If the Lender holds any additional security for any of the obligations secured hereby, it may pursue its rights or remedies with respect to such security at its option, either before, contemporaneously with, or after a sale of the Property or any portion thereof.

c. No Illinois law or omission by the Lender shall release, discharge, modify, change or otherwise affect the liability of Grantor under the Note or this Mortgage, or any other obligation of the Grantor, or other party with or acquiring an interest in the Property, or preclude Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any Event of Default then made or of any subsequent Event of Default, or alter the security interest or lien of this Mortgage except as expressly provided by the Lender. The exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of the Lender in the exercise of any right, power or remedy accruing hereunder shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein. Except as otherwise specifically required herein, notice of the exercise of any right, remedy or power granted to the Lender by this Mortgage is not required to be given.

18. Successors and Assigns; Assignment.

a. This Mortgage and each and every provision hereof shall be binding upon the Grantor, Grantor's heirs, successors, personal representatives, and assigns, and shall inure to the benefit of the Lender, its successors and assigns.

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b. All of the covenants of this Mortgage shall run with the Property and be binding on any successor owners of the Property. In the event that the ownership of the Property or any portion thereof becomes vested in a person or persons other than Grantor, Lender may, without notice to Grantor, deal with such successor or successors in interest of the Grantor with reference to this Mortgage and the indebtedness secured hereby in the same manner as Grantor without in any way releasing or discharging Grantor from its obligations hereunder. Grantor will give immediate written notice to Lender of any conveyance, transfer, or change of ownership of the Property.

c. The rights and obligations of Grantor under this Mortgage may not be assigned and any purported assignment by Grantor shall be null and void. Lender shall have the right to sell, assign, or transfer its interests in and to this Mortgage without the consent or approval of Grantor, and Grantor agrees to cooperate in all respects with Lender in connection therewith, including, without limitation, the execution of all documents and instruments reasonably requested by Lender or such transferee provided that such documents and instruments do not materially adversely affect any of Grantor's duties or obligations under this Mortgage.

19. Execution of Additional Documents.

a. Grantor will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered all such further Illinois laws, conveyances, notes, mortgages, security agreements, financing statements and assurances as Lender reasonably require for the better assuring, conveying, mortgaging, assigning, and confirming unto Lender all Property, whether now owned by Grantor or hereafter acquired. Without limitation of the foregoing, the Grantor will assign to the Lender, upon request, as further security for the Debt, its interest in all agreements, contracts, licenses and permits affecting the Property, such assignments to be made by instruments reasonably satisfactory to Lender, but no such assignment shall be construed as a consent by Lender to any agreement, contract, license or permit or to impose upon Lender any obligations with respect thereto.

b. From time to time, the Grantor will furnish, within ten (10) days after request from Lender, a written and duly acknowledged statement of the amount due under the Note and this Mortgage and whether any alleged offsets or defenses exist against the Note.

c. Grantor and Lender shall, at the request of the other, promptly correct any defect, error, or omission which may be discovered in the contents of this Mortgage or in the execution or acknowledgment hereof or in any other instrument executed in connection herewith or in the execution or acknowledgment of such instrument and will execute and deliver any and all additional instruments as may be requested by Lender or Grantor, as the case may be, to correct such defect, error or omission.

20. Subrogation. If any part of the Debt is used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Property or any part thereof, then by advancing the monies to make such payment, the Lender shall be subrogated to the rights of the holder thereof in and to such other lien or encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

21. Governing Law. The validity, enforcement and interpretation of this Mortgage shall for all purposes be governed by and construed in accordance with the laws of the State of Illinois without reference to the conflicts of law principles of that State, and applicable United States federal law, and is intended to be performed in accordance with, and only to the extent permitted by, such laws.

22. Inspection. The Lender shall have the right to inspect the Property at reasonable times, after giving prior notice to Grantor.

23. Notices. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by facsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change

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its address for notices under this Mortgage by giving formal written notice to the other parties specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to each Grantor.

24. Release. Upon payment in full of all sums due under the Note and this Mortgage, the Lender shall, upon the request of, and at the cost of, the Grantor, execute a proper release of this Mortgage.

25. Indemnification by the Grantor. The Grantor shall protect and indemnify the Lender from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements), imposed upon or incurred by or asserted against the Lender by reason of (a) ownership of the Property or any interest therein, (b) any accident to, injury to or death of persons or loss of or damage to Property occurring on or about the Property or the adjoining sidewalks, curbs, streets or ways, (c) any failure on the part of the Grantor to perform or comply with any of the terms, covenants, conditions, and agreements set forth in this Mortgage, the Note, or any other agreement of any kind by the Grantor, (d) any failure on the part of the Grantor to perform or comply with (i) any other agreement executed by the Grantor, or (ii) any requirement of law, (e) payment of sums for the protection of the lien and security interest of the Lender in and to the Property, (f) performance of any labor or services or the furnishing of any materials or other Property in respect of the Property or any part thereof for construction or maintenance or otherwise, or (g) any action brought against the Lender attacking the validity, priority or enforceability of this Mortgage, the Note, or any other agreement related to the Note. Any amounts payable to the Lender under this paragraph shall bear interest at the Default Rate and shall be secured by this Mortgage. In the event any action, suit, or proceeding is brought against the Lender or its heirs, successors, or assigns by reason of any such occurrence, the Grantor, upon the request of the Lender and at Grantor's sole expense, shall resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by Grantor and approved by the Lender. Such obligations under this paragraph shall survive the termination, satisfaction or release of this Mortgage.

26. Miscellaneous.

a. Time is of the Essence. Time is of the essence of this Mortgage.

b. Captions and Pronouns. The captions and headings of the various Sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

c. Partnership. Grantor and Lender acknowledge and agree that in no event shall Lender be deemed to be a partner or joint venturer of Grantor. Without limitation of the foregoing, Lender 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 Note, or otherwise.

d. Replacement of the Note. Upon notice to the Grantor of the loss, theft, destruction or mutilation of the Note, Grantor will execute and deliver, in lieu thereof, a replacement note, identical in form and substance to the Note and dated as of the date of the Note and upon such execution and delivery all references in this Mortgage to the Note shall be deemed to refer to such replacement note.

e. Waiver of Consequential Damages. The Grantor covenants and agrees that in no event shall the Lender be liable for consequential damages, whatever the nature of a failure by the Lender to perform its obligation(s), if any, under the Note or this Mortgage, and the Grantor hereby expressly waives all claims that it now or may hereafter have against Lender for such consequential damages.

f. Severability. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Mortgage except that if such provision relates to the payment of

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any monetary sum, then the Lender may, at its option, declare the Debt immediately due and payable.

g. Interpretation of Agreement. Should any provision of this Mortgage require interpretation or construction in any judicial, administrative, or other proceeding or circumstance, it is agreed that the parties hereto intend that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties hereto have fully participated in the preparation of all provisions of this Mortgage.

h. Effect of Extensions and Amendments. If the payment of the Note and Note, or any part thereof, be extended or varied, or if any part of the security or guaranties therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Property 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 and effect; the right of recourse against all such persons being expressly reserved by the Lender, notwithstanding any such extension, variation or release.

i. Mortgagee-in-Possession. Nothing herein contained shall be construed as constituting the Lender a mortgagee-in-possession in the absence of the actual taking of possession of the Property by the Lender pursuant to this Mortgage.

j. No Merger. The parties hereto intend that the Mortgage and the lien hereof shall not merge in fee simple title to the Property, and if the Lender acquires any additional or other interest in or to the Property or the ownership thereof, then, unless a contrary intent is manifested by the Lender 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 and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

k. Complete Agreement. This Mortgage and the Note constitute the complete agreement between the parties with respect to the subject matter hereof and the same may not be modified, altered, or amended except by an agreement in writing signed by both the Grantor and the Lender.

27. JURISDICTION AND VENUE. GRANTOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY GRANTOR AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS MORTGAGE SHALL BE LITIGATED IN THE ILLINOIS DISTRICT COURT OF COOK COUNTY, ILLINOIS OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. GRANTOR WAIVES ANY CLAIM THAT ILLINOIS DISTRICT COURT OF COOK COUNTY, ILLINOIS OR THE UNITED STATES DISTRICT COURT FOR NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD GRANTOR, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, GRANTOR SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST GRANTOR AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR GRANTOR SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND GRANTOR HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

28. WAIVER OF JURY TRIAL. GRANTOR AND LENDER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG GRANTOR AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS MORTGAGE, ANY OTHER NOTE DOCUMENT, OR ANY RELATIONSHIP BETWEEN GRANTOR AND LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE NOTE DESCRIBED HEREIN AND IN THE OTHER LOAN AGREEMENT.

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29. ADDITIONAL WAIVERS. GRANTOR EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY LENDER ON THIS MORTGAGE, ANY AND EVERY RIGHT IT MAY HAVE TO (A) INTERPOSE ANY COUNTERCLAIM THEREIN UNLESS UNDER THE APPLICABLE RULES OF COURT SUCH COUNTERCLAIM MUST BE ASSERTED IN SUCH PROCEEDING, OR (B) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING UNLESS UNDER THE APPLICABLE RULES OF COURT SUCH SUIT, ACTION OR PROCEEDING MUST BE CONSOLIDATED WITH THE PROCEEDING BROUGHT BY LENDER.

30. Compliance with Loan Agreement. Grantor will abide by and comply with and be governed and restricted by all of the terms, covenants, provisions, restrictions and agreements contained in the Loan Agreement, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns.

31. SBA Provisions. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, the under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Grantor, or defeat any claim of SBA with respect to this Loan.

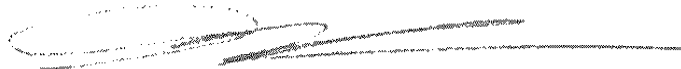
Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

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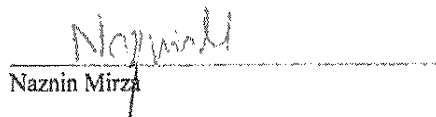
19

IN WITNESS WHEREOF, the Grantor has caused this Mortgage to be duly executed and delivered as of the day and year first above written.

GRANTOR:



Asif Mirza


Naznin Mirza

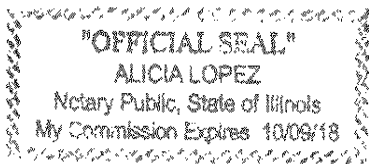
UNOFFICIAL COPY

Property of Cook County Clerk's Office

State of Illinois)
) SS
County of Lake)

On this 23rd day of January, 2018, before me, a Notary Public in and for said state, personally appeared Asif Mirza, known to me to be the person who executed the within Mortgage on his behalf and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.



Alicia Lopez
Notary Public

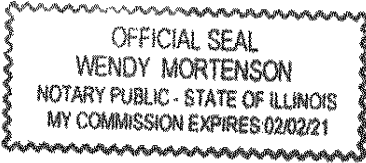
UNOFFICIAL COPY

My term expires:

State of Illinois)
) SS
County of Wake)
 Jan. 2018

On this 22 day of ~~December, 2017~~ before me, a Notary Public in and for said state, personally appeared Nazmi Mirza, known to me to be the person who executed the within Mortgage on her behalf and acknowledged to me that she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.



Wendy Mortenson
Notary Public

My term expires:
to 2/2/1921

PROPERTY OF COOK COUNTY CLERK'S OFFICE