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Illinois Anti-Predatory Lending Database Program



2408510033

Certificate of Exemption

41079244 (2/3)



Report Mortgage Fraud
844-768-1713

Doc# 2408510033 Fee \$88.00

ILRHSP FEE:\$18.00 RPRF FEE:\$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK'S OFFICE

DATE: 3/25/2024 3:54 PM

PAGE: 1 OF 10

The property identified as: **PIN: 29-35-201-022-0000**

Address:

Street: 17900 Harper Street aka

Street line 2: 1694-98 Thornton Lansing Road

City: Lansing

State: IL

ZIP Code: 60438

Lender: FIRST INTERNET BANK OF INDIANA

Borrower: ACP REALCO LLC

Loan / Mortgage Amount: \$3,661,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 7/70 et seq. because it is commercial property.

Certificate number: 99227B51-1D92-4E49-B837-E298C23126D8

Execution date: 3/19/2024

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Loan No.: 505272
 Prepared by &
 Upon Recording Return To:

Chandler Clark
LEWIS & KAPPES, P.C.
 2500 One American Square
 Indianapolis, IN 46282

SBA LOAN NO.

5737399104

MORTGAGE, SECURITY AGREEMENT, AND FIXTURE FILING

Final Payment Date: March 19, 2037

This mortgage made and entered into this 19th day of March, 2024, by and between **ACP REALCO LLC**, an Illinois limited liability company, whose address is 17900 Harper Street, Lansing, Illinois 60438 (hereinafter referred to as mortgagor) and **FIRST INTERNET BANK OF INDIANA** (hereinafter referred to as mortgagee), which maintains an office and place of business at 8701 E. 116th Street, Fishers, Indiana 46038.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, warrant, sell, grant, assign, and convey, unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Cook, State of Illinois.

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits

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until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein. Insofar as any of the property listed herein is deemed to be personal property, in compliance with the provisions of the Uniform Commercial Code as enacted in the State of Indiana as it may be amended from time to time (the "UCC"), this Mortgage is hereby additionally made and declared to be a security agreement, encumbering such personal property and a fixture filing. mortgagor does hereby grant to the mortgagee a continuing lien and security interest in and to all of said property and all replacements, substitutions, additions and proceeds thereof and all after-acquired property relating thereto. The information contained herein is provided in order that this mortgage shall comply with the requirements of the UCC for instruments to be filed as financing statements. The "Debtor" is the mortgagor hereunder; the "Secured Party" is the mortgagee herein, the principal place of business of the mortgagor is as set forth on Page 1 of this mortgage. The mailing addresses of the mortgagor and mortgagee are as set forth on Page 1 of this mortgage and the types or items of collateral are as described herein, and the mortgagor is the record owner of the Land.

The mortgagor covenants that it is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that it hereby binds itself and its successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated **March 19, 2024** in the principal sum of **\$3,661,000.00**, bearing interest at the variable rate of the Wall Street Journal Prime Rate plus **2.75%**, adjusted quarterly, signed by mortgagor, **ACP OPCO LLC, and Fawn Lake Partners LLC**.

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. It will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. It will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. It will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness

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hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonable incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, it shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. It will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. It will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. It will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that it will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. It will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the

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indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if it shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisal*.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums, and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at **17900 Harper Street, Lansing, Illinois 60438** and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at **8701 E. 116th Street, Fishers, Indiana 46038**.

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"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, then 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 Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, 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."

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year first aforesaid.

MORTGAGOR:

ACP REALCO LLC

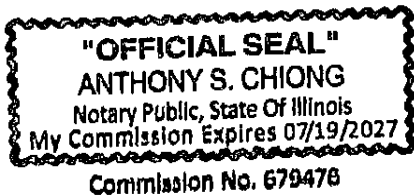
BY: FAWN LAKE PARTNERS LLC, its Sole Member and Manager


By: 
 Kevin Daniel Goldsmith, Authorized Manager

STATE OF ILLINOIS)
) SS:
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, certify that **Kevin Daniel Goldsmith**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as **Authorized Member of Fawn Lake Partners LLC, the Sole Member and Manager of ACP REALCO LLC** appeared before me this day in person, and acknowledged that he signed, sealed and delivered the instrument as the free and voluntary act of such company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 19 day of March, 2024.





 Notary Public, State of Illinois

(Seal)

(Seal)

This instrument prepared by: **Chandler Clark**
LEWIS & KAPPES, P.C.
 2500 One American Square
 Indianapolis, Indiana 46282

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOTS 11 THROUGH 16 (EXCEPT THE SOUTH 17 FEET OF SAID LOTS) IN BLOCK 2 IN ALLES SOUTH CHICAGO ADDITION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 10 (EXCEPT THE SOUTH 17 FEET OF SAID LOTS) IN BLOCK 2 IN ALLES SOUTH CHICAGO ADDITION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3A:

LOT 1 (EXCEPT THAT PART CONVEYED TO CHICAGO AND GRAND TRUNK RAILWAY COMPANY OF ILLINOIS BY DEED RECORDED SEPTEMBER 21, 1891 AS DOCUMENT 1538958) AND LOTS 2 THRU 9, BOTH INCLUSIVE, AND LOT 21 (EXCEPT THE SOUTHWESTERLY 7 FEET OF LOT 21 AS MEASURED AT 90 DEGREES AND PARALLEL TO THE SOUTHWESTERLY LINE OF LOT 21) (AND EXCEPT THE WEST 40 FEET THEREOF) LOTS 22 THROUGH 28, BOTH INCLUSIVE, (EXCEPT THE WEST 40 FEET THEREOF) ALL IN BLOCK 2; ALSO LOTS 22 AND 23 IN BLOCK 1 (EXCEPT THAT PART OF LOT 22 AND 23 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 22; THENCE NORTHWESTERLY ON THE SOUTHWESTERLY LINE OF LOT 22, A DISTANCE OF 50.60 FEET TO A POINT, SAID POINT BEING 50.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOTS 22 AND 23; THENCE NORTH ON A LINE 50.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOTS 22 AND 23 A DISTANCE OF 50.00 FEET; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF LOT 23 A DISTANCE OF 50.00 FEET TO THE EAST LINE OF LOT 23; THENCE SOUTH ON THE EAST LINE OF LOTS 22 AND 23 A DISTANCE OF 57.82 FEET TO THE POINT OF BEGINNING), ALSO LOTS 24 THROUGH 27, BOTH INCLUSIVE, IN BLOCK 1, ALL IN ALLES SOUTH CHICAGO ADDITION IN THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3B:

THE NORTH/SOUTH VACATED ALLEY LYING WEST OF AND ADJOINING LOTS 1 THRU 10 AND EAST OF AND ADJOINING LOTS 22 THRU 30 IN BLOCK 1 AND THE NORTH/SOUTH VACATED ALLEY LYING WEST OF AND ADJOINING LOTS 1 THRU 8 AND LYING EAST OF AND ADJOINING LOTS 21 THRU 28 IN BLOCK 2 AND THE NORTH/SOUTH VACATED HARPER STREET LYING WEST OF AND ADJOINING LOTS 22 THRU 30 IN BLOCK 1 AND LYING EAST OF AND ADJOINING LOTS 1 THRU 8 IN BLOCK 2 ALL IN ALLES SOUTH CHICAGO ADDITION IN THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

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LOTS 8, 9 AND 10 AND THAT PART OF THE NORTH AND SOUTH VACATED ALLEY SHOWN IN VACATION RECORDED JANUARY 1, 1996 AS DOCUMENT NO. 96009121, ALL IN BLOCK 1 IN ALLES SOUTH CHICAGO ADDITION, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

ALL OF LOT 6 AND ALL THAT PORTION OF LOTS 4 AND 5 IN BLOCK 1 IN ALLES' SOUTH CHICAGO ADDITION, TOGETHER WITH THE EAST HALF OF THE VACATED ALLEY LYING WEST OF AND ADJOINING SAID LOT 6 AND THAT PORTION OF LOTS 4 AND 5 AFORESAID, IN THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF THE GRAND TRUNK WESTERN RAILROAD COMPANY, DESCRIBED AS BEING PARALLEL WITH AND DISTANT SOUTHWESTERLY AT RIGHT ANGLES 50 FEET FROM THE CENTERLINE OF SAID RAILROAD COMPANY'S EASTBOUND MAIN TRACK, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE 15 FOOT ALLEY LYING NORTHEASTERLY OF AND CONTIGUOUS TO THE NORTHEASTERLY LINE OF LOTS 10 THROUGH 16, BOTH INCLUSIVE, IN BLOCK 2 IN ALLES SOUTH CHICAGO ADDITION IN THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF KEEGAN STREET, 33.00 FEET WIDE, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND GRAND TRUNK RAILWAY COMPANY OF ILLINOIS, CONVEYED BY DEED RECORDED SEPTEMBER 21, 1891 AS DOCUMENT 1538958 AND LYING EAST OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 28, IN BLOCK 2 IN ALLES SOUTH CHICAGO ADDITION IN THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Property address: 17900 Harper Street aka 1694-98 Thornton Lansing Road, Lansing, IL 60438
Tax Number: 29-35-201-022-0000**

**Property address: 17900 Harper Street aka 1694-98 Thornton Lansing Road, Lansing, IL 60438
Tax Number: 29-35-201-023-0000**

**Property address: 17900 Harper Street aka 1694-98 Thornton Lansing Road, Lansing, IL 60438
Tax Number: 29-35-201-024-0000**

**Property address: 17900 Harper Street aka 1694-98 Thornton Lansing Road, Lansing, IL 60438
Tax Number: 29-35-201-025-0000**

Property address: 17900 Harper Street aka 1694-98 Thornton Lansing Road, Lansing, IL 60438

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Tax Number: 29-35-201-026-0000

**Property address: 17900 Harper Street aka 1694-98 Thornton Lansing Road, Lansing, IL 60438
Tax Number: 29-35-201-027-0000**

**Property address: 17900 Harper Street aka 1694-98 Thornton Lansing Road, Lansing, IL 60438
Tax Number: 29-35-201-028-0000**

**Property address: 17900 Harper Street aka 1694-98 Thornton Lansing Road, Lansing, IL 60438
Tax Number: 29-35-201-030-0000**

**Property address: 17900 Harper Street aka 1694-98 Thornton Lansing Road, Lansing, IL 60438
Tax Number: 29-35-202-012-0000**

**Property address: 17900 Harper Street aka 1694-98 Thornton Lansing Road, Lansing, IL 60438
Tax Number: 29-35-202-013-0000**

**Property address: 17900 Harper Street aka 1694-98 Thornton Lansing Road, Lansing, IL 60438
Tax Number: 29-35-202-014-0000**

**Property address: 17900 Harper Street aka 1694-98 Thornton Lansing Road, Lansing, IL 60438
Tax Number: 29-35-202-033-0000**

Property of Cook County Clerk's Office

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MORTGAGE RIDER

DUE ON SALE PROVISION

If Mortgagor sells, assigns, pledges, mortgages, leases, encumbers, or otherwise transfers or conveys (whether voluntarily or by operation of law) all or any part of its interest in all or any part of the Property, then Mortgagor shall be in default under this Mortgage and Mortgagee shall have the right, in addition to any and all other rights and remedies that may be available to Mortgagee, at Mortgagee's option, to declare the unpaid principal balance of the Note and all accrued interest thereon, together with any and all sums advanced hereunder, immediately due and payable in full without notice.

ASSIGNMENT OF LEASES AND RENTS PROVISION

As additional security hereunder, Mortgagor hereby assigns to Mortgagee any and all rents of the property.

Mortgagee shall be entitled to a receiver for the Property after acceleration and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Mortgagor or of the then owner of the property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice—notice being hereby expressly waived.

Upon acceleration or abandonment of the property, Mortgagee, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property including those past due. All rents collected by Mortgagee or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Mortgage. Mortgagee and the receiver shall be liable to account only for those rents actually received.