3

UNOFFICIAL COPY

86437518

COOK COUNTY, ICLINOIS FILED FOR RECORD

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

1986 SEP 25 PM 1:48

86437518

*B of 333-7-2*2 broadway bank

BROADWAY BANK 5960 NORTH BROADWAY CHICAGO, IL 60660

ATTN: LOAN DEPARTMENT

MORTGAGE

#41.00

THIS MORTGAGE, (thy. "Mortgago") made as of September 18, 1986, by VALLOP RATANA AND CAMPEN RATANA (the "Mortgagor") to BROADWAY BANK, an Illinois state bank (the "Mortgagoe").

WITNESSETH

WHEREAS, Mortgagor and Thai Room Corporation, an Illinois corporation have executed and delivered to Mortgagea a Promiseory Note (the "Note") of even date herewith payable to the order of Mortgagee in the principal sum of ONE HUNDRED AND SIXTY SEVEN TROUGAND DOLLARS (\$167,000.00) bearing interest and payable as set forth in the Note, and due on September 15, 1991.

NOW, THEREFORE, to secure the payment of (a) the principal indebtedness under the Note, (b) interest and premiums, if any on the principal indebtedness under the Note (and all replacement, renewals and extensions thereof, in whole or in part) according to its tenor and effect, and (c) to secure the payment of all other sums which may be at any time due and owning or required to be paid under the Note of this Mortgage (the amounts described in the foregoing subparagraphs (a), (b) and (c) are collectively sometimes referred to hereinafter as the "Indebtedness Hereby Secured"); and to secure the performance and observance of all the covenants, agreements and provisions contained in this Mortgage, the Note, or the following additional documents of even date herewith securing the indebtedness from time to time evidenced by the Note:

(1) Collatoral Assignment of Leases and Rents from the Mortgagor

36437518

86437518

93437518

大学的特别和APA的1940年以前

国家专一学者第二人的教育 MITHIELD ATTENT GOOD Convert Livery of Hilliam

C. B. S. A. G. L. S. 401 1 &

the "Controll" is high him and transport to be topped by a settlett garbeitent ich auf er Secretary substitutory of the property of the substitution of the Let spiding appear not work there is and

Clort's and the first and the comment of the rand the order of the modern hands the continues. Contracted but was a display of a page Services of a figure of the later Land Andrews Garage Beech of Ball and Jackson by the Land The Park Suppression has been been as the dit programme de temperat hometed en el come e manner i verska går kalligt i sammår i til mille er er e Contact and the bounded

Bury Charles and the many of the territorial states of the

Page 2

(11) Gertain instrument entitled Guaranty executed jointly by VALLOP RATANA AND CHANPEN RATANA (collectively, the "Guarantors" and singularly the "Guarantor");

(the aforesald additional loan documents, together with this Mortgage and all other locuments and instruments, whether now existing or hereafter crepied, which evidence, secure or guarantee the Indebtedness Hereby Secured, are hereinafter collectively the "Security Documents"); and to charge the properties, interests and rights hereinafter described with such payment; performance and observance, and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Mortgagor DOES HEREBY GRANT, REMISE, RELEASE, ALIEN, MORTGAGE AND CONVEY unto Mortgagee, its successors and assigns forever, the Land (as hereinafter defined) together with the following described property, rights and interests all of which are hereby pledged remarily and on a parity with the Land and not secondarily (and are, together with the Land, sometimes referred to hereinafter collectively as the "Premises"):

THE LAND located in COOK COUNTY in the State of Illinois and legally described in Exhibit "A" attached hereto and made a part hereof (the "Land");

TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter a conted on the Land, and all fixtures, machinery, appliances, equipment, furniture, and personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Land, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments, now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf (the "Improvements");

TOGETHER WITH all casements, rights of way, strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgager, and the reversion and reversions, remainder and remainders, renta, Issues and profits thereof, and

The grant of the control of the cont

The second of th And the second of the second o

True I township of the and have a commenced

Page 3

all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

TOGETHER WITH all rents, royalties, issues, profits, revenue, income and other benefits from the Premises to be applied against the Indebtedness Hereby Secured, provided, however, that permission is hereby given to Mortgagor so long as no Default has occurred hereviour, to collect, receive, take use and enjoy such rents, royalties, issues, profits, revenue, income and other benefits as they become due and payable, but not more than one (1) mont in advance chereof;

TOGETHER WITE vil right, title and interest of Mortgager in and to any and all reases now or hereafter on or affecting the Premises whether written or oral and all agreements for use of the Premises (the "Leases"), together with all security therefore and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Nortgager to collect the rentals under any such Lease;

TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Mortgagor and forming a part of or used in connection with the Land or the Emprovements or the operation thereof, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, Learpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, tans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidiffers, incinorators, lighting, machinary, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, rafrigerators screens, security systems, shades, sholving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are or shall be attached to the Land or the Improvements in any manner; it being mutually agreed that all of the aforemaid property owned by Mortgagor and placed on the Land or the Improvements shall, so far as permitted by law, be deemed to be fixtures, a part of the realty, and security for the Indebtedness Hereby Secured; notwithstanding the agreement and declaration hereinabove expressed that certain articles of property form a part of the realty covered 💯 by this Mortgago and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be offective and that any of said articles may constitute goods (as 🔾 said term is used in the Uniform Commercial Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee as a secured party and Mortgagor as Debtor, all in accordance with said Uniform Commercial Gode as more particularly set forth in Paragraph 15, hereof; and

The Annual of the property of the second

Compared the second of the second of the second of the second Commence of the second of the second ang sa mga tangga ang maganagan pandan ing aga at ito s Bereits a long was a Carrier of for the same to be and greater as an in the great third the contract of the In the state of th posterior de la companya della companya della companya de la companya de la companya della compa

(a) The state of the state o

COOP COUNTY CONTE B. Tale of An Ille . The and the stage of a second of the Sugar Commence of the State of the Latter and the first and the selection of the s Same of salaring to be said Comment of Springer Comments in the Comment of the ered proposition of the tenence Carlotte the Carlotte Anna Carlotte Control of the

. The second of Compared to the Compared Advanced to the Compa en de la companya de la deposit de la companya del companya de la companya de la companya del companya de la companya del companya de la companya de la companya de la companya de la companya del companya de la companya del companya de la companya de la companya de la companya de la companya del companya de la companya de la companya de la companya de la companya del companya de la companya del companya de la of the same appropriate to the same from the same and the state of the state of the second Service of the service of the service of and the protection of all they are not as ing the grown from which promises all of the contra Special Committee and South $(s-1)\cdot (s+2)\cdot 4d+(s+3)\cdot (s-4)$ ing the second of the second o A region worth for they a talk the end of The second of the second of the second of the second of

Source of the Shearth dear the Source of the

The same to constitute the bound of the same of the sa

Page 4

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 Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof; and Mortgagor hereby authorizes, directs and empowers Mortgagee, at its options, on behalf of Mortgagor, or the successors or assigns of Mortgagor, to adjust, compromise, claim, collect and receive such proceeds, to give proper receipts and acquittances therefore, and, after deducting expenses of collection, to apply the net proceeds as a erudit upon any porthon, as selected by Mortgagee, of the Indebtednass Haraby Secared, notwithstanding the fact that the same may not then be due and payable or that the Indebtedness Hereby Secured is otherwise adequirally secured,

TO HAVE AND TO HOLD the Premises, unto the Mortgagee, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Default as hereinafter defined; the Mortgager hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State in which the Premises are located.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay in full when due the Indebtedness Hereby Secured and shall duty and timely perform and observe all of the terms, provisions, covenants and agreements herein and in the Note and the other Security Documents provided to be performed and observed by the Mortgagor and/or Borrower, they this Mortgage and the estate, right and itnerest of Mortgagoe in the Premises shall cease and become void and of no effect, but shall otherwise cemain in full force and effect.

THE MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

- 1. Payment of Indebtedness and Performance of Covenants. Mortgagor shall (a) pay when due the Indebtedness Hereby Secured; and (b) duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on Mortgagor's part to be performed or observed as provided in the Note, this Mortgage, and the other Security Documents. Mortgagor shall have the privilege of making prepayments on the principal of the Note (in addition to the required payments thereunder) in accordance with the terms and conditions set forth in the Note, but not otherwise.
- 2. Maintenance, Repair, Compliance with Law, Use, Etc. Mortgagor shall (a) promptly repair, restore, replace or rebuild any portion of the Improvements which may become damaged or be destroyed provided the proceeds of insurance are available or sufficient for the purpose; (b) keep the Premises in good condition and repair, free from waste; (c) pay all operating costs of the Premises; (d) complete, within a reasonable time any building or buildings or other Improvements now or at any time in the process of erection upon the Premises; (e) comply with all

words to appropriate the grown and the contraction the control of the co english of a complete factor of the factor grade the contract property and the enderth of the Burgar Bull Barry and Burgar State the property of the first

and the control of the party state of the second William to the contract of the State of the ACCOUNTS AND ACCOUNTS AND ACCOUNTS AND ACCOUNTS

County Clarks O a deben a green to the second of the contract of mark the real dimension between the must be supply and reduced there is not the following the est The day of the service of the second training

·高文學與1987年代表 [1877年]

Without the first property the sometime of the State the death of company of contact the contions of the straining linear weight in the same of the state of the same of th and the second of the property of the second of the second and the property of the second of the second a survivation of the tenth and the attention as

A Company of the settle of the second of the Control of the state of the state of the state of Congress and Carlo Special Special and the fitting that the age of the the board of the most grown of anylogical continues established as two telescopes to receive the

The Inividual Community of the Community

Page 5

regulrements of statutes, ordinances, rules, regulations, orders, decreas and other regultements of law relating of the Premises or any part thereof by any federal, state or local authority; (f) refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Improvements or any portion thereof; (g) comply with any restrictions and covenants or record with respect to the Premises and the use thereof; and observe and comply with any conditions and regulrements necessary to preserve and extend any and all rights license, permits (including, without limitation zoning) variances, special exceptions and nonconforming uses), privileges, franchines and concessions that are applicable to the Premises or its use and occupatey; and (g) chase the Premises to be managed in a competent and protessional manner. Without the prior written consent of Mortgagee, Mortgagor shall not cuase, suffer or permit (1) material alterations of the Premises except as required by law or ordinance or except as permitted or required to be made by the terms of any Leases approved by Mortgrigee; (11) change in the Intended use or occupancy of the Premises for which the Improvements were constructed, including without limitation any change which would increase any fire or other hazard; (iii) change by the indentity of the person or firm responsible for managing the Freatses; (IV) zening reclassification with respect to the Premises; (v) unlawful use of, or nuisance to exist upon, the Premises; (vi) granting of any ensements, licenses, covenants, conditions or declarations of use against the Premisos, other than use restrictions contained or provided for In Leases approved by Mortgagee; or (vii) execution by Borrower or Mortgagor of any Leases without the prior written consent of Mortgagee.

3. Litens

- A. Prohibition: Subject to the provisions of Paragraphs 4 and 16 hereof, the Mortgagor shall not create or suffer or permit any mortgage, lien, charge or encumbrance to attach to obbe filed against the Premises, whether such lien or encumbrance is inferior or superior to the lien of this Mortgage, including machanic's liens, interialments liens, or other claims for lien made by parties claiming to have provided labor or materials with respect to the Premises (which liens are herein defined as "Mechanic's Liens") and excepting only the lien of real estate taxes and assessments not due or delinquent, any liens and encumbrances of Mortgagee, and those certain exceptions to title set forth in Exhibit B attached hereto and made a part hereof (herein-after referred to as the "Permitted Exceptions").
- B. Contest of Mechanic's Liens Claims: Notwithstanding the foregoing prohibition against Mechanic's Liens agains the Premises, Mortgagor, or any party obligated to Mortgagor to do so, may in good faith and with reasonable deligence contest the validity or amount of any Mechanic's Lien and defer payment and discharge thereof during the pendancy of such contes, provided: (1) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such Mechanic's Lien (11) that, within thirty (30) days after Mortgagor has been notified of the filing of such Mechanic's Lien, Mortgagor shall have notified

Note that America General Conference of the Conf The first temperature of the property of the control of the contro tre photo contact value of theore styre engage activities of a comment of and providing the supposed that the second of the second West Sprance Bar while

to a contract with Entraction of the the place with a great come to each , only my walk and he stragen which will Block of the workers for the elec-

Office of the contract of the March grouped the telephological server and the was comply, on the take to be been elected to the trade to be more than the was the experience of particles that the experience of the case of

at process and a speciment to the constraint of the Order of the second seco I got a within a new Charles and a second Land the risk of the property to the contract of

Sangara Company and American Services A form a fit of the same of the property of the first of

each in Augustia (1989). Which is the contraction of the Salar State (1984) in the Salar State (1984). and the second of the second o of a contract the special by the first

Large of a posterial education for a contraction Assert English Control of the

Page 6

Mortgagee in writing of Mortgagor's intention to contes such Mechanic's Lien or to chase such other party to contest such Mechanic's Lien; and (111) that Mortgagor shall have obtained a title insurance endorsement over such Machanic's Lians insuring Mortgagee against loss or damage by reason of the existence of such Mechanic's Liens or Mortgagor shall have deposited or caused to be deposited with Mortgagee or in a title indomnity account at the title insurance company giving such endorsement or at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the place of payment designated in the Note, a sum of money which shall be sufficient in the judgment of dortgagee to pay in full such Mechanic's Lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of Mortgagee, such increase is advisa-Such deposite are to held in an interest bearing account. case Mortgagor shall to maintain or cause to be maintained sufficient funds on deposit as hereinabove provided, shall full to prosecute such contest or cause such contest to be prosecuted with reasonable diligence or shall fall to pay or cause to be pald the amount of the Mechanic's blun plus any interest finality determined to be due upon the conclusion of such contes, to the extent such amount exceeds the amount on deposit with Mortgagee, Mortgagee may, at its option, apply the money as deposited in payment of or on account of such Mechanic's Lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such Mechanic's Lien, together with all inerpost thereon, Mortgagor shall forthwith upon demand, deposit with Mortalizee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in In the event the contest of the Mechanic's Lien claim is ultimately resolved in favor of the claimant, Mortgagee shall apply the money so deposited in full payment of such Machanic's Linger that part thereof then unpaid, together with all interest thereon (provided Mortgagor is not than in default becounder) when furnished with evidence satisfactory to Mortgagee of the amount of payment to be made. Any everplus remaining in the control of Mortgagee shall be paid to Mortgagor, provided Mortgagor is not then in default herounder,

4. Taxes and Liens

A. Payment: Mortgagor shall pay or cause to be paid when due and before any penalty attaches, all general and special taxes, assessments, water charges, sawer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever levied or assessed against the Premises or any part thereof or any interest therein or any obligation or instrument secured hereby, and all installments thereof (all herein generally called "Taxes"), whether or not assessed against Mortgagor, and Mortgagor shall furnish to Mortgagee receipts therefore on or before the date the same are due; and shall discharge any claim or lien relating to Taxes upon the Premises, other than matters expressly permitted in writing by Mortgagor.

at a conveyed. He was excluded by a motor extra has have a transmission has been been the contract that we have all the contract Cartes I car gard through the con-Language extra larger to and a self-consistent A first content of the state of the content of the A trade of the sign of an experience of the experience of the sign of the experience of the experience

may be the backer and that more than they are Large Committee and State of the August Administration Bir Barrer and Grant Branch Commencer in the State of and the second second second section in and the second of the second o Additional of the property of and and strategically employed his asset

Page 7

- B. Contest: Mortgagor may, in good faith and with reasonable diligence, contest or cause to be contested with the validity or amount of any such Taxes, provided that;
 - (a) Such contest shall have the effect of preventing the collection of the Taxes so contested and the sale or forfeiture of the Promises or any part thereof or interest therein to entisfy the same;
 - (b) Mortgagor has notified Mortgagee in writing of the intencion of Mortgagor to contest that same or to cause the same to be contested before the amount of any such Taxes has been increased by any interest, ponalties, or costs; and
 - (c) Morraggor has deposited or causes to be deposited with Mortgagee, at such place as Mortgagee may from time to time in writing designace, a sum of money or other security acceptable to Mortgages that, when added to the montes or other security, if any, deposited with Mortgagee pursuant to Paragraph 8, hereof, is sufficient, in Mortgagee's judgment, to pay in full such contested Taxes and all penalties and interest that might become due thereon, and shall keep on deposit Or amount sufficient, in Mortgagee's judgment, to pay in full such contested Taxes, increasing such amount to cover additional penalties and interest whenever, in Mortgageo's judgment, such increase is advisable.

In the event Mortgagor fails to prosecute such contest with reasonable diligence or fails to maintain sufficient lands on deposit as hereinabove provided, Mortgagee may, at is option, apply the monies and liquidate any securities deposited with Mortgagee, in payment of, or on account of, such Taxes, or any portion thereof then unpaid, including all penalties and interest thereon. If the amount of the money and any such security so deposited is insufficient for the payment in full of such Taxes, together with all penalties and interest thereon, Morgagor shall forthwith, upon demand, either deposit with Mortgagee a sum chat, when added to such funds then on deposit, is sufficient to make such rayment in full, or, if Mortgagee has applied funds on deposit on account of such Taxes, restore such deposit to an amount satisfactory to Morcangee. Provided that Mortgagor is not then in default hereunder, Mortgagee shall, If so requested in writing by Mortgagor, after final disposition of such contest and upon Mortgagor's delivery to Mortgagee of an official bill for such Taxes, apply the money so deposited in full payment of such Taxes or that part thereof then unpaid, together with all penalties and interest thereon.

Change in Tax Laws, If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Mortagee, Mortagee, Mortagee of the Fremises, any tax is imposed or becomes due in respect of the issuance of the Note or the recording of this Mortage Mortager shall pay such tax in the manner required by such law. In the event that any law, statute, rule, regulation, order or court decree has the effect of deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon Mortagee the payment of the whole or any part of the taxes required to be paid by payment of the whole or any part of the taxes required to be paid by the Mortgagor, or changing in any way the laws relating to the taxation

estatur a escar distributura estatubilis de mercia escar en en escar en el como en estatua en estatua en estat En magnetar estatuaren 1848 generalea estatua estatua estatua en estatua en estatua estatua en estatua en esta Estatua estatua en estatua estatu

သည်။ မေရာရှိသည် အာရှိတိုင်းမြော်မှာ ကြို့သည်။ မေရို မေရိ လေရို မေရိုးရန် မေရိုက်မြေရို မေရို မေရိုးကို မေရိုးမှ မေရိုးမှ မေရိုးမှ မေရိုင်းမှ မေရိုင်းမှ မေရိုင်းမှ မြေ မေရိုင်းများ မေရိုင်းများ မေရိုင်းမေရိုင်း မေရိုင်းများ မေရိုင်းမေရိုင်းမှ မြေရိုင်းမေရိုင်းမှ မေရိုင်းမေရိုင်

(a) A substituting a substitution of the second of the

entre de la comparie del la comparie de la comparie

Anger of the state of the control of

g trought on the company to the street of the company of the compa

The content of the property of the content of the c

3843L24

UNOFFICIAL COPY 8 6 4 5 7 5 1 8

Page 8

of mortgages or debts secured by mortgages or the interest of Mortgagee in the Premises, or the manner of collection of taxes, so as to affect this Mortgage, the Indebtedness Hereby Secured or Mortgagee, then, in any such event, Mortgagee, upon demand by Mortgagee, shall pay such taxes, or reimburse Mortgagee therefore on demand, unless Mortgagee determines, in Mortgagee's sole and exclusive judgment, that such payment or reimbursement by Mortgager is unlawful; in which event the Indebtedness Hereby Secured shall be due and payable within thirty (30) days after written demand by Mortgagee to Mortgager. Nothing in this Paragraph 5 shall require Mortgagee to pay any income, franchise or excise tax imposed upon Mortgagee, excepting only such which may be levied against the income of Mortgagee as a complete or partial substitute for taxes required to be paid by Mortgager pursuant hereto.

- 6. Insurance Coverage. Mortgagor will insure the Premises against such portls and hazards, and in such amounts and with such limits, as Mortgagee may from time to time require and in any event will continuously maintain the following described policies of insurance (the "Insurance Policies"):
 - (a) Casualty insurance against loss and damage by all risks of physical loss or damage, including fire, windstorm, flood, earthquake and other risks covered by the so-called "all-risks" coverage in amounts not less that the full insuranble replacement value of all improvements, fixtures and equipment from time to time on the Promises (without reduction for depreciation) and bearing a replacement cost agreed amount endors (ment;
 - (b) Comprehensive public liability against death, bodily injury and property damage in an amount not less than FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS.
 - (c) Rental or business interruption insurince in amounts sufficient to pay, for a period of up to four (4) norths, all amounts required to be paid by Mortgagor pursuant to the Note and this Mortgago;
 - (d) Steam boiler, machinery and pressurized vessel Insurance if required by Mortgagee after notice to Mortgagor; and
 - (a) If the Federal Insurance Administration (FIA) has designated the Premises to be in a special flood hazard area and designated the community in which the Premises are located eligible for sale of subsidized insurance, first and second layer flood insurance when and as available;
 - (f) The types and amounts of coverage as are customarily maintained by owners or operators of like properties; and
 - (g) Any other insurance coverage reasonably required by the Mortgagee.

n en de la companya d

policina de la procesa de la **Societa** de la composición del composición de la compo ty program is a second of the the angle of the section of the second section of

Way to the strain of the appropriate property of the position of the strain of the

general in the first of the properties to be a

go that administration of the $\theta_{ij}(0,1)$ and $\theta_{ij}(0,1)$ should be where there is to the first

Service of the order of the service The Carpon Con real exign to a and the state of the programmer programmer and the state of the state

and a control of a control by a business and business Just the first of the second section in the

and the state of t and the state of the particle of the state o

en al la companya de la companya de

Of Collaboration Clarks O

UNOFFICIAL COPY 8 1 8 1 8 1 8

Page 9

Mortgagoo may, at any time with reasonable cause upon written notice to Mortgagor, procure and substitute for any and all of the policies of insurance required above, such other policies of insurance, in such amounts, and carried in such companies, as it may select, and in such event, those policies of insurance shall be included within the definition of "Insurance Policies" set forth herein.

- Insurance Policies. All Insurance Policies shall be in form, written by companies, have expiration dates and be in amounts, all reasonably warisfactory to Mortgagee. All Insurance Policies insuring against casualcy, rent loss and business interruption and other approprinte policies whall include noncontributing mortgages endorsements in favor of and with loss payable to Martgagee, as well as standard waivers of subrogation endersements, shall provide that the coverage shall not be terminated or materially modified without thirty (30) days' advance written notice to Mortgogge and shall provide that no claims shall be paid thereunder without ter (10) days advance written notice to Mortgagee. Mortgagor will deliver all lasurance Policies premium prepaid, to Mortgagee and, in case of Irstrance Policies about to expire, Mortgagor will deliver renewal or replacement policies not less than thirty (30) days prior to the date of expiration. The requirements of the preceding sentence shall apply to any separace policies of insurance taken out by Mortgagor concurrent in form or contributing in the event of loss with the Insurance Policies. Insurance Policies maintained by tenants under the Leases may, if in conformity with too requirements of this Mortgage and if approved by Mortgagee, be presented to Mortgagee in satisfaction of Mortagor's obligation to provide the invarance coverages provided by those Insurance Policies.
- Deposits for Taxos and Insurance Premiums. In order to assure the payment of Taxes and premiums payable with respect to all Insurance Policies ("Premiums") as and when the same shall become due and payable:
 - (a) Mortgagor shall, if required by Mortgagee Josthe case of Taxes upon ten (10) days notice and in the case of Premiums upon one (1) year's notice, deposit with Mortgagee on the first business day of each and every month, an amount equal to one-twelfth (1/12) of the Taxes and Promiums thereof to become due upon the Fremiums between one and thirteen months after the date of such deposit; provided that in the case of the first such deposit, there shall be deposited in addition an amount which, when added to the aggregate amount of monthly deposits to be made hereunder with respect to Taxas and Pramiums to become due and payable within thirteen months after such first deposit, will provide (without interest) a sufficient fund to pay such Taxes and Premiums, one month prior to the date when they are due and payable. The amounts of such deposits (herein generally called "Tax and Insurance Deposits") shall be based upon Mortgagoo's estimate as to the amount of Taxes and Premiums. Mortgagor shall promptly upon the domand of Mortgagoe make additional Tax and Insurance Deposits as Mortgagoe may form time to time require due to (1) failure of Mortgagoe to require, or failure of Mortgagoe to make. Tax and Insurance Deposits as provided failure of Mortgagor to make, Tax and Insurance Deposits in previous months, (11) understimation of the amounts of Taxes and/or Premiums,

partition to be the first and the second section in (1915年) 1914年 - 1914年 A more than a supply the supply of the suppl and the finite article with the body and a second

State of the state of the state of the androids with the Edition Section 1999 And the common of the common o near the form of the first of t

Company Control But the growth of the Burney to be a section of the property of the American Court of the energy of the first on appropriately a confidence A CONTRACTOR OF THE PROPERTY OF THE The will assume the different More to the gradient

ended the section of the section of the section of generalis - Marting Strongers - Barache Sch t of the green a complete form to be of the appropriate

Burney of the good water of the end of The contract o and the compact for the experience of the experi property of the second contract of the second Constitution of the second second William Brown and Commence Strage of Miller and the program of the with the state of the contract Charles and Committee Was and the control of Commented and comment of the comment Company of the section of

age can all real regions a make

Page 10

(111) the particular due dates and amounts of Taxes and/or Premiums, or (iv)application of the Tax and Insurance Deposits pursuant to Paragraph 8 (c) hereof. Additionally, upon the execution hereof, Mortgagor shall deposit with Mortgagee, as a Tax and Insurance Deposit, the amount of all Taxes and Premiums to become due and payable prior to the first monthly Tax and Insurance Deposit or within one month thereafter. All Tax and Insurance Deposits shall be held by Mortgagee without any allowance of interest thereon.

- (1) Mortgagee will, out of the Tax and Insurance Deposits, upon the presentation to Mortgagee by Mortgagor of the bills therefore, pay the Taxes and Premiums or will, upon the presentation of receipted bills therefore, reimburse Mortgagor for such payments made by Mortgegor. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the Taxes and Premiums when the same shall become due, then Mortgagor shall pay to Mortgagoe on demand the amount necessary to make up the deficiency.
- Upon a Default under this Mortgage, Mortgagee may, at its option, without being required so to do, apply any Tax and Insurance Deposits on hand to any of the Indebtedness Hereby Secured, in such order and manner as Morigagee may elect under the Note. the Indebtedness Hereby Secured has been fully paid, any remaining Tax and Insurance Deposits shall be paid to Mortgagor. All Tax and Insurance Deposits are hereby randged as additional security for the Indebtedness Hereby Secured, and shall be held by Mortgagee trrevocably to be applied for the purposes as herein provided, and shall not be subject to the direction or control of Mortgagor.
- Notwithstanding anything herein contained to the contrary, Mortgagee, or its successors and assigns, shall not be liable for any failure to apply the Tax and Insurance Deposits unless Mortgagor, while no Default exists hereunder, shall have requested Mortgagee in writing to make application of such Deposits on hald to the payment of the Taxes or Premiums for the payment of which such Deposits were made, accompanied by the bills therefore,
- (e) The provisions of this Mortgage are for the benefit of Mortgagor and Mortgagee alone. No provision of this Mortgage shall be construed as creating in any party other than Mortgagor and Mortgagee any rights in and to the Tax and Insurance Deposits or any rights to have the Tax and Insurance Deposits applied to payment of Taxes and Premiums. Mortgagee shall have no obligation or duty to any third party to collect Tax and Insurance Depositu.
- 9. Proceeds of Insurance. Mortgagor will give Mortgagee prompt notice of any loss or damage to the Premises, and:
 - (a) In case of loss or damage covered by any of the Insurance Policies, Mortgagea after Default (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor,

and the second of the first of the second of and the first the second of the second great and the state of the stat Superior of the second of the territories la la disconerció de la especial de la la companya de la companya de la companya de la companya de la companya

Bearing to 1 Committee the Committee Nous and Thee thought a not rettled from the

a a a gagan da celanda (1 a cara de la c salada da territoria de la composición A para la composición de la composición augustanyan (ab) mat (b) di kacamatan (b The second of th

and the transport of the State The Service Styles and Service g the eigens of the state of th Unit Clart's O The sale of the property of the same of the The Arthur Continues and the States grand for a grand of the Colon on long last . Company with a first first of the forces pare to be at the art to control the deal of the control to Congression to terminal terms

Approximate the at I depended to the action Link of the Contract of the first of the contract of and the second of the second of the second of the and any only part bear compared the analysis of a second survey from the many a through the and Reserve to the morning of the desired of the section (2) the s

Contracting the state of the state of the state of the I have been a marked to get at the love week as eight to be the Committee the property of the territory Programme Committee Commit , and the contract of the first transport of the contract of t again neo an ang dalah dan dag melada bibi di s Light of the team the file of the light

The proof of the first proof of the second constant of the second c

and was the administrating the state of the contract of the era destructivos para estructura de la compositorio de la compositorio de la compositorio de la compositorio d Notacione del compositorio de la c particular community and all many of properties of the control of the control of the control of particular control of the cont

Page 11

as the case may be) is hereby authorized at its option either (1) to settle and adjust any claim under such Insurance Policies without the consent of Mortgagor, or (ii) allow Mortgagor to settle and adjust such claim without the consent of Mortgageo; provided that in either case Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness Hereby Secured, and shall be reimbursed to Mortgagee upon demand or may be deducted by Mortgagoe from said insurance proceeds prior to any other application thereof. Each insurance company which has issued an Insurance Policy is hereby authorized and directed to make paymers for all losses covered by an Insurance Policy to Mortgagee along, and not to Mortgagee and Mortgagor jointly.

- Mortgager after Default, shall, in its sole discretion, (b) elect to apply the proceeds of Insurance Policies consequent upon any casualty either (1) to reduce the Indebtedness Horeby Secured; or (11) to reimburse Weatgagor for the cost of restoring, repairing, replacing or rebuilding the loss or damage of the casualty, subject to the conditions and in accordance with the provisions of Paragraph 10 hereof. In the event Hortgagee elects to apply the proceeds of Insurance Policies to the Indebtedness Hereby Secured and such proceeds do not discharge that indebtedness in full, the untire indebtedness Hereby Securid thall become immediately due and payable with interest thereon at the Default Rate (as defined in the Note).
- Whether or not insurance proceeds are made available to to Mortgagor, Mortgagor horeby covenants to restore, repair, replace or rebuild the Improvements in a prompt and cinaly fashion, to be at least equal value, and of substantially the same character as prior to such loss or damage, all to be effected in accordance with plans, specifications and procedures to be first submitted to and approved by Mortgagee, and Mortgager shall pay all costs of such restoring, repairing, replacing or rebuilding.
- Disbursement of Insurance Proceeds. Insurance proceeds held by Nortgagee for restoration, repairing, replacement or rebuilding of the Premises shall be disbursed from time to time upon Mortgagee being furnished with (1) evidence satisfactory to it of the estimated cost of the restoration, repair, replacement and rebuilding, (ii) funds (or assurances satisfactory to Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance, to complete and fully pay for the restoration, repair, replacement and rebuilding, and (iii) such architect's certificate, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and such other evidences of cost, payment and performance as Mortgagee may require and approve. No payment made prior to the final completion of the restoration 🗪

radicine was type and the him a bond. (2) A supplementation of the model of the supplementation of the en al estado en trada en trada en estado en entrador e region, the early see that I will be a specie Section of the Contract of the A secretario Charles (Brown College Control of Control Commence of the Commence of th

n ng kangupan balan ng tagyar ng Kabupang mengan ba**l**ga banggapan County Clarks in the small of thing that it is to and the second of the second of the second of the Secretary attermed in our best of WARREST STREET

and a property and speed with the new co Sales and the sales of the sales of the sales Committee to the specific of the state of th er experience and bedreather at S. Kith radio . . mr 1 tot of the real Comment of the second of the second of the second A Salat A Salato Land

and the first of the second process of the second s The second of the second secon gardines, in a egyppie trade i are egyptiker train de eine egypti (8) A service of a service of the Sugar the Consequence Server Consequence And the second and the second second second The Control of the Control of the Control and the second of the second o Letter and Some pressed the about the contract AND THE PROPERTY OF THE STATE O A transfer for the All the contract the contract of the All th

3 6 4 3 7 5 1 8

Page 12

of the value of the work performed from time to time, as such value shall be determined by Mortgagee in its sole and exclusive judgment; funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of Mortgagee, together with funds deposited or irrevocably committed to the satisfaction of Mortgagee by or on behalf of Mortgager to pay the cost of such repair, restoration, replacement or rebuilding, shall be at least sufficient in the judgment of Mortgagee to pay the entire unpaid cost of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. Any surplus which may remain out of insurance proceeds held by Mortgagee after payment of such costs of restoration, repair, replacement is rebuilding shall be paid to Mortgagor. Interest shall be allowed to Mortgagor on account of any proceeds of insurance or other funds held by Mortgagee.

Condemnation and Eminent Domain. Any and all awards (the "Awards") heretofore or hereafter made or to be made to the present, or any subsequent, owner of the Premises, by any governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Premises, (including any award from the United States government at any time after the allowance of a claim therefore, the ascertainment of the amount thereto, and the issuance of a warrant for payment thereof), are hereby assigned by Mortgagor to Mortgagoe, which Awards Mortgagoo is hereby authorized to collect and receive from the condemnation authorities, and Mortgagee is nereby authorized to give appropriate receipts and acquittances therefore. Mortgagor shall give Mortgagee immediate notice of the actual or thrortened commencement of any condemnation or eminent domain proceedings affecting all or any part of the Premises and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Nortgager furthe 🗗 agrous to make, execute, and deliver to Mortgagee, at any time upon request, free, clear and discharged of any encumbrance of emy kind whatsoover, any and all further assignments and other instruments deemed necessary by Mortgagae for the purpose of validly and sufficiently assigning all Awards and other compensation heretofore and heretfrer made to Mortgagor for any taking, either permanent or temporary, under any such proceeding. If any portion of or interest in the Premises is taken by condemnation or eminent domain, either temporarily or permanently, and the remaining portion of the Premises is not, in the judgment of Mortgagee, a complete economic unit having equivalent value to the Premises as it existed prior to the taking, then, at the option of Mortgagee, the entire Indebtedness Hereby Secured shall immediately become due and payable. After deducting from the amount of the Awards for such taking all of its expenses incurred in the collection and administration of the Awards, including attorney's foca, Mortgagoo shall be entitled to apply the net proceeds towards repayment of such portion of the Indebtodnoss Horoby Secured as it deems appropriate without affecting the lien of this Mortgage. In the event of any partial taking of the Premises or any interest in the Premises, which, in the judgment of Mortgagee

Turks tar making a bear or line with the same Constitution of the state of the state of

*COOLONAY CIONAS ONNICO

A Committee of the Comm Specifically to be for the period of the and succeeding to the production of

Paga 13

leaves the Premises as a complete economic unit having equivalent value to the Premises as it existed prior to the taking, and provided no Default has occurred and is then continuing, the Awards shall be applied to reimburse mortgager for the cost of restoration and rebuilding the Premises in accordance with plans, specifications and procedures which must be submitted to and approved by Mortgagee and such Awards shall be disbused in the same manner as is hereinabove provided above for the application of insurance proceeds, provided that any surplus after payment of such costs shall be applied on account of the Indebtedness Hereby Secured. If the Awards are not applied for reimbursement of such restoration costs, the Awards shall be applied against the Indebtedness Hereby Secured, in such order or manner as Mortgagee shall elect.

Assignment of Rents, Leases and Profits. To further secure the Indebtedness Hereby Secured, Mortgagor hereby salls, assigns and transfers unto Mortgagee all of the rents, leases, issues and profits now due and which may hereafter become due under or by virture of any Leases which may have been heretofore or may be hereafter made or agreed to by Mortgagor or the boneficiary or beneficiaries of Mortgagor or the agents of any of them or which may be made or agraed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such Leases, rents and all avails thereunder, to Mortgagee. Mortgager hereby irrevocably appoints Mortgagee its agent in its name and stead (with or without taking possession of the Premises as provided in Paragraph 19 hereof) to rent, lease or let all or any portion of the Premises to any party or parties atisuch rental and upon such terms as said Mortgagee shall, in its discretion, determine, and to collect all of said avails, rents, issues and profits arising form or accruing at any time hereafter, and (11 now due or that may hereafter become due under each and every of the Leases, written or oral, or other tenancy existing, or which may becomfter exist on the Premises, with the same rights and powers and subject to the same immunities, exonoration of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession pursuant to the provisions of Paragraph 19 horeof. Mortgagor represents and agrees that no rent pur been or will be paid by any person in possession of any portion of the Aremises for more than one installment in advance and that the payment of hone of the rents to accrue for any portion of said Premises has been or Will be walved, released, reduced, discounted or otherwise discharged or compremised by Mortgagor. Mortgagor walves any rights of set off against any person In possession of any portion of the Premises. Mortgagor agrees that it will not assign any of the reats or profits of the Premises, except to a purchaser or grantee of the Premises. Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the Premises by Mortgagee pursuant to Paragraph 19 hereof. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor. Mortgagor further agrees to assign and transfer to Mortgageo all future leanes upon all or any part of the Premises and to

Sometime that the second of the second of the second Sport of the state (4) D. Server (1995) (1995) (1996) (1996)
 (2) P. P. Server (1996) (1996) (1996) (1996) (1996) (1996)
 (3) P. Server (1996) (1996) (1996) (1996) (1996) (1996) (1996) (1996) er exemple de la company de la Married State Same elegated to the dethe second companies and a second The respective was trained to be a significant son de la 🐼 i entre gara problemente. Land Strang Betak and Seed Seed from រដ្ឋស្វែងនៅមានក្រុម ខេត្ត និង 🕡 ស្រុក្ការ ម៉ែងរបស់ក្រុក 🕬 🗀

County Clarks Office But the state of t English Control of the State of Grant Book Burger & Carlotte and State of the Commence of the But I was a facility of the state of the recording to the design of the section of

 Solution and property of the second control of the se the first of the control of the cont early considered to the feature of the second and the same of a survey was the stable bear. Land Company of the Species of E

Special Confidence Special Confidence

er ja turk armatek bilan barat barat barat barat b

But I reproduce to find an every color the state of the weak of the state of the st

Page 14

execute and deliver, at the request of Mortgagee, all such further asurances and assignments in the Premises as Mortgagee shall from time to time require. Although it is the intention of the parties that the assignment contained in this paragraph shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until a default shall exist under this Mortgage. From time to time, Mortgagor will furnish Nortgagee with executed copies of each of the Leases and with estoppel letters shall be in a form satisfactory to Mortgagee and shall be delivered within thirty (30) days after Mortgagee's written demand therefore. In the event Mortgagee regulars that Mortgagor execute and record a separate Colla- : teral Assignment of Rents or separate assignments of any of the Lease to Mortgagee, the terms and provision of those assignments shall control in the event of a conflict between the terms of this Mortgage and the terms thereof.

- 13. Observance of Land Assignment. Mortgagor expressly covenants and agrees that (a) II any lesseeunder any of the Leases transferred sold or assigned to Mortgagee of if Mortgagor, as lessor therein, shall fail to perform and fulfill any term, covenant, condition or provision in . said hease, on its or their part to be performed or fulfilled at the times and in the manner in said Lease provided; or (b) if Mortgagor shall cancel, terminate, amend, modify or void any of the Leases without Mortgagee's prior written consent; or 4. Mortgagor shall enter into any Lease without Mortgagee's prior written consent; or (c) if Mortgagor shall suffer or permit to occur any breach or default under the provisions of any assignment of any Lease given as additional security for the payment of the Indebtedness Hereby Secured and such default shall continue for thirty (30) days after notice has been given by Mortgagee to Mortgagor of the nature of such default; then and 30 any such event, such breach or default shall constitute a default hereunder and at the option of Mortgagee, and without notice to Mortgagor, the Indebtedness Hereby secured shall become due and payable as in the case of other befuglts.
- of Default, Mortgagee's Performance of Mortgagor's Obligations. In case of Default, Mortgagee, either before or after acceleration of the Indebtedness Hereby Secured or the foreelosure of the Lien hereof and during the period of redemption, if any, may, but shall not be required to, making any payment or perform any act herein required of Mortgagor (whether or not Mortgagor is personally liable therefore) in any form and manner deemed expedient to Mortgagee. Mortgagee may, but shall not be required to, rent, operate and manage the Premises and such improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises shall be operational and useable for their intended purposes. All monies paid, and all expenses paid or incurred in connection therewith, including attorney's fees and other monies advanced by Mortgagee to protect the Premises and the Lien hereof, or to complete construction, furnishing and

And the property of the control of t

The country of the first of the country of the coun

A control of the cont

A second of the contract of

Page 15

equipping or to rent, operate and manage the Premises or to pay any such operating costs and expenses therefor to keep the Premises operational and usuable for their intended purpose shall be so much additional Indebtedness Harby Secured, whether or not the Indebtedness Hereby Secured, as a result thereof, shall exceed the face amount of the Note, and shall become immediately due and payable on demand, and with interest thereon at the rate of FIFTEEN PERCENT (15%) por annum as specified in the Note (hereinafter called the "Dofault Rato"). Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any Default nor shall the provisions of this Paragraph or any exercise by Mortgagee of its eights berounder prevent any default from constituting a Default, Morrgagee, in making any payment hereby authorized (a) relating to Taxes, may do so according to any bill, statement or estimate, willtout travity into the validity of any tax, assessment, sale, forfolture, tax then or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; (c) in connection with the rental, operation or management of the premises or the payment of operating costs and expenses thereof, may do so in such amounts and to such persons as Mortgagee may deem appropriate. Nothing contained herein shall be construed to require Mortgagee to advance or expend monies or any purpose mentioned herein, or for any other purpose.

Security Agreement. Mortgagor and Mortgagoe agree that this Mortgago shall constitute a Security Agreement within the mounting of the Illinois Uniform Commercial Code (hereinafter referred to as the "Gode") with respect to (1) any and 11 sums at any time on deposit for the benefit of Mortgague of held () the Mortgae (whether deposit by or on behalf of the Mortgagor or anyone also) pursuant to any of the provisions of this Mortgage or any of the other Security Documetus, and (ii) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "Fixture" (withing the meaning of Section 9-313 of the Gode), (which property is hereinafter referred to as "Personal Property") and all replacements of such Personal Property, substitutions for such Personal Property, additions to such Personal Property, and the proceeds thoroof (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof boing sometimes hereinafter collectively referred to as the "Gollateral"), and that a security interest in and to all sums on deposit and the Collateral is hereby granted to the Mortgagee, and all sums on deposit and the Collateral and all of Mortgagor's right, title and interest therein are hereby assigned to the Mortgagee, all to secure payment of the Indebredness Horoby Secured. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property

86437518

The control of the co

The state of the s

A supplied to the property of the supplied of the supplied

UNOFFICIAL COPY 3 6 4 3 7 5 1 8

Page 16

comprising the Promises; and the following provisions to this Paragraph shall not limit the applicability of any other provision of any other provision of this Mortgage but shall be in addition heroto;

- (a) Mortgagor (being the Debtor as that term is used in the Gode) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the Item hereof, other liens and encumbrances benefitting Mortgage and no other party, and liens and encumbrances, if any, expressly permitted by Exhibit B attached hereto.
- (b) The Collatoral is to be used by Mortgagor solely for business purposes,
- (c) The Collateral will be kept at the Land, and, except for Obsolete Colacoral (as hereinafter defined), will not be removed therefrom without the consent of Mortgagee (being the Secured party as that term is used in the Code). The Collateral may be affixed to the land but will not be affixed to any other real estate.
- (d) The only persons having any interest in the Premises are Mortgagor, Mortgagee and holders of interests, if any, expressly parmitted by Exhibit B attached Wreto.
- No Financing Statement (other than Financing Statement showing Mortgageo as the sole secured party, or with respect to Ilons or uncumbrances, if any, expressly permitted by Exhibit B attached hereto) covering any of the Collateral or any proceeds thereof is no file in any public office except pursuant hereto; and Mortgagor will at its own cost and expense, upon demand, furnish to Mortgagee such further information and will execute and deliver to Mortgagee such floancing statements and other documents in form satisfactory to Mortgagee and will do all such acts and things as Mortgages may at any time or from time to time request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral 33 security for the Indebtedness Hereby Secured, subject to no other liens or encumbrances, other than liens or encumbrances benefitting Mortgagee and no other party and Hens and encumbrances (if any) expressly permitted by Exhibit B attached hereto; and Mortgagor will pay the cost of filing or recordign such financing statements or other decuments, and this instrument, in all public offices whorever filing or recording is deemed by Mortgagee to be necessary or destrable.
- (f) Upon Default hereunder Nortgagee shall have the remedies of a sourced party under the Code, including without limitation, the right to take immediate and exclusive possession of the Collateral, Ca or any part thereof, and for that purpose may, so far as Mortgagor can give authority therefor, with or without judicial process, enter

Commence of the second second second second and the contract of the second of the contract green which can had review by a day of the Commission of the Contract of Mark Robert Commence States and Commence

Ser April 1994 A March a Port Ser Co. grading the made of the second

Secretary W. Willyam Section 1991.

H County Clarks Offic Charles the Charles of the Section o The Alberta Control of the Control the Miller of the second of th graduated and property of the control of Compression to the second section of the se A transfer of their time and a trade and Brown Brown Brown Brown Colored State of the Colored

A statement of a to comment. and the application with the entrance of A grand from the will be a second Construction of the second state of the second state of the second secon Specifical Company of the Section (1985)

(2) A second of the second

and the same of the observation of the same proof again, mengangkan pengangan dalah kebagai kecamatan berasah dalah berasah berasah berasah berasah berasah bera The state of the first of the state of the s

Page 17

(if this can be done without breach of the peace), upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Colinteral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Mortgagee may randar the Collateral unusable wihout removal and may dispose of the Collateral on the Premises. Mortgagee may require Mortgager to assemble the Collateral and make it available to Mortgagee for its possersion at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgages will give Mortgagor at least con (10) days notice of the time and place of any public sale of the Collatoral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least thirty (30) days before the time of the sale or disposition. Mortgagee may buy at any public sale and, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, Mortgagee may buy at private sa'e. Any such sale may be held as part of and in conjunction with any forezlosure sale of the Premises, the Premises including the Collateral to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, proporting for sale, selling or the like and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied against the Indebtedness Hereby Secured in such order or manner as Morgagee shall select. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

- (g) The terms and provision contained in this Frengraph 15 shall, unless the context otherwise requires, have the mounings and be construed as provided in the Code.
- (h) This Mortgage is intended to be a financing statement within the purview of Section 9-402 (6) of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Mortgager (Debtor) and Mortgagee (Secured Party) are hereinafter set forth. This Mortgage is to be filled for record with the Recorder of Dueds of the County or Counties where the Premises are located. Mortgager is the record owner of the Premises.

Charles the Commence of the State of the Commence The England His Service Commence vajten, osmetaš oda siz avarsti site garage was fidnessed to be to be Charles to get any or grant of

TOOK COUNTY CONTYS A Company of the Comp Section Control that the Black Control of the matter of the state of the management Stranger & Allegaria Sec. of the engineering water and a com- $(1+\varepsilon)^{2}(2+\varepsilon)^{2}(1+\varepsilon)^{2}(2+\varepsilon)^{2}($ e. To the database to the late of purpose of Sugar Dong Land Bereit

I I day to want add they took regard of the grand of the start of the second

Provided As As a great for specific and the control a neglegy was book and a page that it is Brown to Bartha . They are Barriel Charles of the of the off har is The secretary of the second The second state of the se The second of the second of the

Page 18

- (1) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover and include all Lamans between Mortgagor or Borrower, as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or raplacement of said Laases, together with all of the right, title and interest of Mortgagor, as lessor thorounder, including, willout limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any and all of the rents, income, revenues, issues and profits and moneys payable as damages or in lieunof the rent and moneys payable as the purchase price of the Premises or any part thereof or of awards of claims for money and other sums of money payable or receivable therounder howsoever payable, and to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which Mortgagor or any Upsor is or may become entitled to do under the beases.
- 16. Restrictions on Transfer. Mortgagor shall not, without the prior written consent of Mortgagoe, create, effect, contract for, consent to, suffer or permit any "Prohibited Transfer" (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties, rights or interest which occurs, is granted, accomplished, attempted or effectuated without the prior written consent of Mortgage shall constitute a "Prohibited Transfer":
 - (a) The Promises or any part thereof by interest therein or in any of the Security Documents, excepting only sales or other dispositions of Collateral (herein callai "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien bereef with the same priority as with respect to the Obsolete Collaceral;
 - (b) All or any portion of the beneficial interest or power of direction in or to the trust under which Mortgagor is acting, if Mortgagor is a Trustee;

 Superference of the product of the control of the con English and the English and the Control $\label{eq:constraints} (\mathbf{x}_{1}, \mathbf{y}_{2}, \mathbf{x}_{3}, \mathbf{y}_{3}, \mathbf{y}_{3},$ Section 1, 2, 3, 4, 4, 4, 4, 4, 5, 5, 5, 5, 7, 7, 7, 7, 7
 Section 2, 3, 4, 4, 5, 6, 6, 6, 7 era je je problema je je jedan iz ina od and the start of the start of The second second second eather the weether materials are a first or as provide control of a substantial form. A second of the second of the control of the second of the

organism, grant and the state of the state o Land the state of Colly Clorks Oxy position (b) " . Som it totale Sometimen and the state of the south the The said the standard of the Many sangaph Betalan be Some of the section on grafet to shorto brasher

egy for a grant of a fight of the configuration. Same parties of the Arthur Harrison Control or the point of the second relative and grade in the acprogramme of the sectable with the se Some of his participant I be again to rest to be The second of the second secon Service Carrier and Comment of the Comment

and growth and the first based with the control . But the say regard and directly to dear

Page 19

(c) ALL or any part of the corporation or joint venture interest, as the case may be, of any Mortgagor or any direct or indirect baneficiary of a Trustee Mortgagor if Mortgagor or such beneficiary is a partnership or a joint venture;

in each case whother any such conveyance, sale, assignment, transfer, lien, pladge, mortgage, security interest, encumbrance or alienation is official directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 16 shall not apply (1) to liens securing the Indebted sees Heroby Secured, or (11) to the Lien of current taxes and assessmence not in default. Mortgager acknowledges that Mortgagee shall be under no abligation to consent to any of the foregoing Prohibited Transfers and that any such consent may be subject to changes in the Applicable Interest Rate charged in the Note, the imposition of a fee or to sie, other modifications to the terms and conditions in the Note, this Mortgage or any other Security Documents as Mortgagee in its sole discretion may determine.

- 17. Defaults. If one of more of the following events (herein called "Defaults") shall occur:
 - (a) If any default be made in the due and punctual payment of monies required under the Note, under this Mortgage or under any of the other Security Documence, as and when the same is due and payable, and such default continues for ten (10) days after Mortgage gives written notice thereof to Mortgagor;
 - (b) If any default (other than the follure to pay monies) shall exist under any other document or instrument regulating, evidencing, securing or guaranteeing any of the Indebtedness Bereby Secured including, but not limited to, the Note or any of the other Security Documents, after the expiration of any applicable grace period;
 - The occurrence of a Prohibited Transfer; (g)
 - (d) If default shall occur in the due and punctual performance of observance of any other agreement or condition herein contained, and such default continues for thirty (30) days after Mortgagee give written notice thereof to Mortgagor;
 - (e) The existence of any collusion, fraud, or dishonesty by or with the acquienscence of Mortgagor, Borrower or any of Guaranters which in any way relates to or affects the Indebtedness Hereby Secured or the Premisos;
 - (f) It at any time any material representation, statement, report or certificate made now, heretofore or hereafter by Mortgages, Borrower or Guarantors is not true and correct;

And they to Shilling the appropriate the section great and residue groups are a property of the same of and the straight of the paragraph of the second $-\frac{1}{2}\left(e^{i\mathbf{y}} \mathbf{O} \left(\frac{\partial}{\partial t} \mathbf{p} \right) - \frac{\partial}{\partial t} \right) = e^{i\mathbf{y}} \left(\frac{\partial}{\partial t} \mathbf{p} \right) + e^{i\mathbf{y}}$

Charles to the All March of the State of the Jank Brown Born Burn Stern Commence of the St.

where the supplies of the state of their con-Algebra (A. C.) A single of the second of th

Collair property of the second of the second of the and the second of the second o the control of the control of the control of the con-English the Commenter of the Comment

Jan Brans & Colored Garage

and the state of the company of the state of the state of to a first sect of Appropriate great belongs that the state of the Some walk of the sold the sold of the

Later to be a second of the transfer of the second of the na katalan di katalan <mark>dan gerakan seja, iperb</mark>ahan kalan di basa di salah seja. Menjebah di jajan katalan dan berharan berharan katalan berharan dan katalan dan kelalan dan kelalan seja. Kel

And the same of the second of the second and the state of t Page 20

- (g) If (and for the purpose of this Subparagraph 17(g) only, the term Mortgagor shall mean and include not only Mortgagor, but also Borrower, any beneficiary of a trustee Mortgagor, any general partner in a partnership Mortgagor or in a partnership which is a beneficiary of a trustee Mortgagor, any owner of more than ten (10%) percent of the stock in a corporate Mortgagor or a corporation which is the beneficiary of the trustee Mortgagor and each person who, as guaranter, comaker or otherwise, shall be or become liable for o obligated upon all or any part of the indebtedness Hereby secured or any of the covenants or agreements contained herein);
- (1) Mortgagor shall file a voluntary petition in bankruptcy or for arrangement, reorganization or other relief under any chapter of the Federal Bankruptcy Act or any similar law, state or federal, now or hereafter in effect;
- (11) Mortgagor shall file an answer or other plending in any proceeding admitting insolvency, bankruptcy, or inability to pay its debts as they mature,
- (411) Within thirty (30) days after the filling against Mortgagor of any involuntary proceeding under the Federal Bankruptcy Act or similar law, state or federal, now or hereafter in effect such proceedings shall not have been vacated;
 - (iv) Mortgagor shall fail to pay any Loney judgment against it at least ten (10) days prior to the date on which the assets of Mortgagor may be sold to satisfy such judgment;
 - (v) All or a substantial part of Mortgagor's assets are attached, seized, subjected to a writ or distress worrant or are levied upon, unless such attachement, seizure, writ, warrant or levy is vacated within thirty (30) days;
- (vi) Mortgagor shall be adjudiented a bankrupt;
- (vii) Mortgagor shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its acots generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part, of its property, or the Premises; or
- (viii) Any order appointing a receiver, trustee or liquidator of Mortgagor or all or a major part of Mortgagor's property or the Premisos is not vacated within thirty (30) days following the entry thereof.

86437518

Lighting we had a day make lightly bridge day in the control of the control of the control of was nigeral and a second management of the second of t The second of The supplied of the property of the state of y the way had been by the transfer of the and the state of t And the second of the second o to the first with the services of the services

January and the state of the st

Of Colling Clarks Office Burney Burney M. Bertang, S. St. Chin Burney State of American State of the Contract Same the first Contract of the Con-

The Contract of the Contract of and the second polynomial particles are Francis of Hale Hales

Broken the of a some grad the first of Many of the control of the participation of the par employed Carrier, 1996 and other section of

Participation of the

early the real equilibrium and leave to a contract which A project of the projec

and the second property of the second Company of the same of the same of the same of the same of Compared to the majority of the first of the contract of the c

Paga 21

- (h) A judgement or judgements have been entered against Mortgagor or Borrower or any of the Guaranters on a claim not covered by insurance and such judgement is not paid in full and released within thirty (30) days of the date of entry of a final judgement.
- (1) Mortgagor or Borrower or any of the Guarantors is in default under any obligation to Mortgagee.
- (i) pay of the Guarantors or any individual or entity comprising Ecorower is indicted for the commission of a felonious crime:

then Mortgagee is hereby authorized and empowered, at its option and without affecting the lier hereby created or the priority of said lien or any other right of Mortgagee hereunder, to declare, without notice or demand of any kird or character, all Indebtedness Hereby Secured to be immediately due and payable with interest thereon at the Default Rate, whether or not sied Default be thereafter remedied by Mortgager, and Mortgagee may immediately proceed to foreclose this Mortgage and/or exercise any right, power or remedy provided by this Mortgage, the Note, any of the other Security Documents or by law or in equity or any other document or innocument regulating, evidencing, securing or guaranteeing any of the Independness Hereby Secured.

Foreclosure. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the iten hereof in accordance with the laws of the State in which the Premises are located and to exercise any other remedies of Mortgagee provided in the Note, this Mortgagee, any of the other Socurity Documents of which Mortgagee may have at law, at equity or otherwise. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtodness Hereby Secured in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Moregague for attorneys' fee, appraisor's fees, outlays for documentary and expert evidence, stenorgrapher's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstructs of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidnece to bidders at sales which may be had pursuant to such decree the true conditions of the title to or the value of the Promises. 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 Premises and rents and income therefrom and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Note or the Premises, including probate and bankrupte 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 so much addititional Indebtedness

the state of historians and account to a And the second South of which is the strong serious to Many Ray March Many and the control The Sand And Art Sandy of the Control of

សម្រាស់ **វេ**ធិសេសសំពេញ ស្រុក ស្រុក សង្គម ស្រុក ស្រុក ស្រុក ស្រុក The state of the s Control of the Control of the Control of

The Smith Collars of the control of Notice meditions to be to be an

County Clark's Off Section of particle by being a co on the second control of the more than The Table Street Control of the Control Comments because of the control party of the a to dig and right, ad an earlier to

The Committee of the contract of Contract applied to the property of American Contract Con-Catherine and Same to high a more the first of the first of the special grant of the and a second second results. and the state of the function of the following of the state of the sta

April Darker Some Strang and Garage the common transfer of the following of the common to the common the common to the com . The constraint $\Delta M \sim 2 \pi N_{\rm c} / 2 \pi N_{\rm c} \sim 2 \pi N_{\rm c} / 2 \pi N_{\rm c} \sim 2 \pi N_{\rm c} / 2 \pi N_{\rm c} \sim 2 \pi N_{\rm c} / 2 \pi N_{\rm c} \sim 2 \pi N_{\rm c} / 2 \pi N_{\rm c} \sim 2 \pi N_{\rm c} / 2 \pi N_{\rm c} \sim 2 \pi N_{\rm c} / 2 \pi N_{\rm c} \sim 2 \pi N_{\rm c} / 2 \pi N_{\rm c} \sim 2 \pi N_{\rm c} / 2 \pi N_{\rm c} \sim 2 \pi N_{\rm c} / 2 \pi N_{\rm c} \sim 2 \pi N_{\rm c} \sim 2 \pi N_{\rm c} / 2 \pi N_{\rm c} \sim 2 \pi N_{\rm c} / 2 \pi N_{\rm c} \sim 2 \pi N_{\rm c} / 2 \pi N_{\rm c} \sim 2 \pi N_{\rm c} / 2 \pi N_{\rm c} \sim 2 \pi N_{\rm c} \sim 2 \pi N_{\rm c} / 2 \pi N_{\rm c} \sim 2 \pi N$ make the contract of the contract of the contract of the first and the for Motor Correct Correct in and a real property of their company of the property of the first of Programme make the property of the control of Administrate to the second of the control of the second control of the sec And the second of the grade of the second of the second

The first of the second of the Commence of the second of the grade the company of the same safety of the first control of Control to a Martin Conference of State of the Conference of God to a conformation to an exercise The transfer to be to paste a continue to

Page 22

Hereby Secured and shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate until paid.

- shall become due, whether by acceleration or otherwise, or in any case in which, under the provisions of this Mortgage, Mortgaged has a right to institute foreclosure proceedings, Mortgage, and Mortgagee shall be entitled to take actual possession of, the Premises or any part thereof, personally or by its agent or attorneys, and Mortgagee, in its discretion, may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers, and accounts of Mortgager or the then owner of the Premises relating thereto, and may exclude Mortgager, such owner, and any agents and accounts thereof wholly therefrom and may, on behalf of Mortgager or each owner, or in its own name as Mortgagee and under the powers herein granted:
 - (a) Hold, operate manage, and control all or any part of the Premises and conduct the husiness, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, issues, deposits, profits, and avails of the Premises, including without limitation actions for recovery of rent, actions in forcible detainer, and actions in discress for rent, all without notice to Mortgagor;
 - (b) Cancal or terminate any Lease or sublease of all or any part of the Premises for any cause or on any ground that would entitle Mortgagor to cancel the same;
 - (c) Elect to disaffirm any Lease or surlease of all or any part of the Premises made subsequent to this Lortgage without Mortgagee's prior written consent;
 - (d) Extend or modify any then existing Leases of all or any part of the Premises, which extensions, modifications, and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire beyond the maturity date of the loan evidenced by the Note and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor, all persons whose interest in the Premises are subject to the lien hereof, and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness Hereby Secured, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

Commence and the first army to be seen

Mary and the wall of the way of the Comment of the Commen 1. 人名英格兰 化拉克 化二烷基 (1997) (1997) ers to a Chade logary to a serger Commence of the Bright Commence of the commenc Carrier Committee of the Committee of the Committee of A property of the American American Company of the Company of the

Content to the man Color of the content of the cont

the stage of the stage of the stage of the stage of and the feet and the second section in the second section is section in the second section in the second section in the second section in the second section is section in the second section in the second section is section in the second section in the second section is section in the second section in the second section is section in the second section in the second section is section in the second section in the second section is section in the section in the section in the section is section in the section in the section in the section is section in the section in the section in the section is section in the section in the section in the section is section in the s place of the death grown so we want to Bear was a second of the control of the first of the Sugar Programmes Commenced to the Commenced States and the control of the second the contraction of a teacher as the first of the

Commence of the second section is a second

Page 23

- (a) Make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments, and improvements in connection with the Premises as may seem judicious to Mortgagee, to insure and reinsure the Premises and all risks incidental to Mortgagee's possession, operation, and management thereof, and to receive all rents, issues, deposits, profits, and avails therefrom, and
- (f) Apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, to the payment of Taxes, Premiums and other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured in such order and manner as Mortgagee shall select.

Nothing herein tentained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Pramises.

- 20. Racalvar. Upon the filing of a complaint to foreclose this Mortgage or at any time thereafter, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, wihout notice, without regard to solvency or insolvency of Moregiaer at the time of application for such receiver, and without regard to the than value of the Premises or whether the same shall be then occupied as a homestead or not; and Mortgagee hereunder or any employee of agent thereof may be appointed as such receiver. Such receiver shall pave the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits, and such receiver shall have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Promises during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from rise Premises in payment in whole or in part of: (a) the Indebtedness hereby Secured or the indebtedness secured by a decree foreclosing this Mortage, or any tax, special assessment, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.
- 21. Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 18 hereof; Second, all other items which, under the terms hereof constitute Indebtedness Hereby Secured additional to that evidenced by theNote, with interest on such items as herein provided;

Land to the Control of the Land to the open and the control of The contract o A subsequence associated and preference of the composition of the composition of the composition of the composition.

and another by the first of the do final main e formaria a la co 13 . Approximation at the continue of a coleren gan til adder til senestat och att i som det i so

teded positive for an experience of the control of Office County Co of the light of the second Commence of the first of the second Carry Sugar Late to May have don the southwest of the the with making a section of the and the way a long of the for on a construction of the first of the construction of the construc and the state of the many that the state of the transfer

rate in the control of which the control of A surprise of the problem of the Lorentz The state of the s Committee that are also selected the first of the first Land to the Control of the State of the Stat The state of the first of the state of en tign dage kildere ji ve kareli e in Kan ing kareli agrab sahir radi manggar

The said of the day of grown to

the control of Garage and the Book of the Control of the Control A STATE OF THE STA The state of the s and the second that the second to the second Company of the Company of the State of The product of the first production of the produ

Page 24

Third, to interest remaining unpaid upon the Note; Fourth, to the principal remaining unpaid upon the Note; and lastly, any surplus to Mortgagor, and its successors or assigns, as their right may appear.

- Insurance During Foreclosure, In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any Insurance Policy, if not applied in rebuilding or restoring the Improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such productings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the Mortgagee's clause attached to each of the casacity insurance Policies may be cancelled and that the decree credition may cause a new loss clause to be attached to each of said causalty Insurance Policies making the loss thereunder payable to said decree creditions; and any such foreclosure decree may further provide that in case of the or more redemptions under said decree; pursuant to the statutes in such case made and provided, then in every such case, each and every augeossive redemptor may cause the proceding loss clause attached to each casualty Insurance Policy to be cancelled and a new loss payable clause to be attached thereto, making the loss thereunder payable to such redemptor. In the event of foreclosure sale, Mortgages is hereby authorized without the consent of Mortgagor, to assign any and all Insurance Policies to the purchaser at the sale, or to take such other steps as Mortgager may doom advisable to cause the interest of such purchaser to be protected by any of the Insurance Policies wihout cradit or allowance to Mortgagor for prepaid premiums thereon.
- Waiver of Right of Redemption and Ohter Rights. To the full extent permitted by law, Morgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption & extension law or any so-called "Moratorium haw" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage or or from any law now or horeafter in force providing for the valuation or appraisement of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redoom the property so sold, or any part thereof hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor hereby expressly watves any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date heroof, it being the intent heroof that any and all such rights of

Johnson State State of the Control of the Contro

and resignifications of the second of the 1. 1. 1. 1. 1. 1. 1. 1. The source of the State of the The section is a management of the conng the Canada Magnesser (tend to the control of the The state of the s

The meaning of a species of Carly throught with the document grand and the same share being the oda – enos, od solana s vice ses Committee to the first of the parallel se Blagding for amount is

County Clarks Office effect to be some that adjusted the first The second of the second of the second of the second e in the filter appears to the probability of the Same of the state of the state of the state of Secretaria de la constitución de Section of the section of the section of the news is appeared in made to the set of the end of the set of the s State of the state of the state of properly and the man property of the first of the The State of the Control of the Cont Samuel and the same of the same a sakabil ne belah a diperak beberah sak the second of the second of the second of and the second of the second of the second and the manager of the company to the con-A STATE OF THE STA Commence of the Commence of th Consider the track of the state of the state

and the state of t

Page 25

rademption of Martgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law, to the full extent permitted by law, Martgagor agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Martgagee, but will suffer and permit the exercise of every such right, power and ramedy as though no such law or laws have been or will have been made or anacted. To the full extent permitted by law, Martgagor hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note.

- 24. Right: Cumulative. Each right, power and remedy herein conferred upon herigagee 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 to existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee. 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 omissioned Mortgagee in the exercise of any right, power or remedy or omissioned Mortgagee in the exercise of any right, power or remedy or remedy, or be construed to be a waiver of any default or acquiescence therein. Except as otherwise specifically required herein, notice of the exercise of any right, remedy or power granted to Mortgagee by this Mortgage is not required to be given.
 - 25. Successors and Assigns.
- A. Holder of the Note: This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and its successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall intre to the benefit of Mortgageo and its successors and assigns. Wherever herein Mortgageo is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expresse or not; and each such holder from time to time of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, any may enforce all and every term and provision hereof, as fully and to the same extent and with the same effect as if such holder of the Note from time to time were herein by name specifically granted such rights, privileges, powers, options and benefits and was herein by name designated Mortgagee.
- B. Covenants Run With Land; Successor Owners: All of the covenants of this Mortgage shall run with the Land and be binding on any successor owners of the Land. In the event that the Ownership of Premises or any portion thereof becomes vested in a person or persons other than Mortgager, Mortgage may, without notice to Mortgager, deal with such successor or successors in interest of Mortgager with reference to this Mortgage and the Indebtedness Hereby Secured in the

96437518

Same to the feel have been a second to be seen in the second establic country to both to an operation of the state of the s a figure has all the second The state of the second of the second and the property and the state of the first the Same of a state of the second of the second ways a set living to be to some or well Light wife August was well as to be to be to be And the second section of the second section of the second section of the second section of the second section I was not got a fit was it is how

The representation of the result of the second of the seco The second space of the second second , and the residence of the Andrews Control of Sauri edis pip semugi protest County Clork's Control of the State of the State of the State of

ANNOUNCE HOUSE BOTH SUPPLIED FOR THE CO The second transfer who the arms there exists a second greaters to another management and a second

e on soldings and the owld of the sol Sand the Corners Manne Long State and and the property Williams and the form of a Company of the Arrange of the State of the State of Sugar, Same and real real ways of year though a complete the event of Specifical and Although server production Mark White Date 11 to the Steel Co. age of a familiar grown of the following

and the property of the first section er and a standard for the end of the first Company thought in the Company of the Company

and the first of the state of t Control of the second second second second the form of the good to be a first than and provide the section of the contraction Application of the Control of the Control Parada Desagnagas 200 kg/filoloopies (1996)

UNOFFICIAL COPY 3 6 4 3 7 5 1 8

Page 26

same manner as with Mortgagor without in any way releasing or discharging Mortgagor from its obligations becounder. Mortgagor will give immediate written notice to Mortgagee of any Convoyance, transfer or change of ownership of the Premises, but nothing in this Paragraph shall vary or negate the provisions of Paragraph 16 hereof.

- Effect of Extensions and Amondments. If the payment of the Indobtedness Hereby Secured, or any part blordof, 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 Premisor, shall be held to assent to such extension, variation or release, and their liability, and the liens, and all provisions hereof, shall continue In full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagoe, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior more age, or other lien upon the Premises or any part thereof or any interest therein, shall take the said lien subject to the rights of Mortgagee to amend, modify, extend or release the Note, this Mortgage or any other document or instrument evidencing, securing or guaranteeing the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgoet losing its priority over the rights of any such juntor lien.
- Future Advances. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage secures as part of the Indabtodness Horeby Secured the payment of any and all loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by Mortgagee In connection with the Indebtedness Hereby Secured, all in accordance with the Noke, this Mortgage, and the other Security Documents; provided, however, that in no event shall the total amount of the Indebtedness Hereby Secured, including loan proceeds disbursed plus any additional charges, exceed 500% of the face amount of the Note.
- Execution of Separate Security Agreements, Financing Statements Etc.: Estoppel Letter. Mortgagor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, conveyances, notes, mortgages, accurity agreements, financing statements and assurances as Mortgagee shall require for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, wheterh now owned by Mortgagor or hereafter acquired. tation of the foregoing, Nortgagor will assign to Mortgagee, upon request, as further security for the Indebtedness Hereby Secured, its interst in all agreemetrs, contracts, licenses and permits affecting the Premises, such assignments to be made by instruments satisfactory to Mortgagee, but no such assignment shall be construed as a consent by the Mortgagee to any agreement contract, License or permit or to Impose upon Mortgagoo any obligations with respect thereto. From time to time, Mortgagor will furnish within five (5) days after Mortgagoe's

And the complete control of the cont

Jakon and the property of the second of the St. teration for the first and trapers of the Law of the rate of the party Burney and the telegraph and a section of and company by and with poleracity of the

All the training to the second of the second The larger than the contract of the first the manner of the first

Same of the Company of the Same of the All and the region of the first that the first of the Branch College William College College College and the second of a region to the Santa of the second of the Marian Alter Charles to the Sold of the Con-Company of the Cold Company of the Special Charles Harris To Carlos A comment of the second of the

A supplied to the supplied to the

COOK COUNTY CLOTH'S OFFICE

Page 27

request a written and duly acknowledged atatement of the amount due under the Note and under this Mortgage and whoter any alleged offsets or defenses exist against the Indebtedness Hareby Secured.

- 29. Subrogation. If any part of the Indebtedness Hereby Secured is used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Premises or any part thereof, then Mortgagee 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.
- 30. Option to Subordinate. At the option of Mortgagee, this Mortgage shall recome subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Premises upon the execution by Mortgagee and recording thereof, at any time hereafter, the Office of the Recorder of Deeds in and for the county wherein the fremises are situtated, of a unilateral doclaration to that effect.
- 31. Governing Law. The place of negotiation execution, and delivery of this Mortgage and the location of the Premises being the. State of Illinois, this Mortgage thall be construed and enforced according to the laws of the State, whout reference to the conflicts of law principles of that State.
- Business Loan. Mortgagor certifies and agrees that the proceeds of the Note will be used for the purposes specified in the Illinois Revised Statutes, Chapter 17, Section 6404, and that the principal obligation secured hereby constitutes a "business lonn" coming within the definition and purview of said section.
- Inspection of Premises and Records. Mortgagee and its representatives and agents shall have the right to inspect the Premises and all books, records and documents relating thereto at ful reasonable times, and access thereto shall be permitted for that purpose. shall keep and maintain full and correct books and records showing in detail the income and expenses of the Premises and, within ten (10) days after demand therefor by Mortgagor, to permit Mortgagoo or its agents to axamina such books and records and all supporting vouchers and data at any time and from time to time on request at its offices at the address hereinafter identified or at such other locations as may be m mutually agreed upon.
- Financial Statements. If required by Mortgagee, Mortgager wil within thirty (30) days after the end of each fiscal year of Mortgagor, furnish to Mortgagee financial and operating statements of the Premises furnish to Mortgagee financial and operating statements of the Premises for such fiscal year, including, but without limitation, a balance sheet and supporting schodules, detailed statement of income and expenditures and supporting sheedules, including depreciation schedules and federal income tax figures, all prepared in accordance with generally accepted principles of accounting consistently applied. Such financial and

What was in the and the second of the The Magazine Application of the second Court Harris Commence

 $w(t,x) = w(t,y) \cdot w(t,y) + w(t,y) \cdot w(t,y) \cdot w(t,y) + w(t,y) \cdot w(t,y) + w(t,y) \cdot w(t,y) \cdot w(t,y) + w(t,y) \cdot w(t,y) \cdot w(t,y) + w(t,y) \cdot w$ the same programs on both a same of the [8] S. C. Cani, M. Bratter angles of the proof of the second of the s and the second second second

and the sale of the property was the sale of the sale There was all the Charles and the training and the contra which the comment between Indian Commence of the state of the st Committee of the state of the s y a la transfer a Maria e recent garages de la cest The first of the state of the state of the state of

Survey of the second of the second of the second of antago de la companya del companya del companya de la companya de with the second of the second property and the english has been placed in the contract A control than pathway is significant Berrary of Michael of Million & Million The second sequences of the second se

Pago 28

operating statements shall be prepared by a certified public accountant, the identity of which is acceptable to Mortgagee, and certified in such manner as may be acceptable to Mortgagee, and Mortgagee may, by notice in writing to Mortgagor, at Mortgagoo's expense, ofther (a) audit the respective books and records at the Promises or (b) require that the same be certified and prepared pursuant to audit, by a firm of independent cortified public accountants satisfactory to Mortgagoe, in which case such accountants shall state whether, during the course of their audit, they discovered or bucame aware of any information which would lead them to believe that a Default exists.

- Time of the Essence. Time is of the essence of the Note, this Mortgage, and any other document or instrument evidencing or securing the Indobtedness Hereby Secured.
- 36. Captions and Pronoun. The captions and hoadings of the various sections of this Mortgage are for convenience only, and are not 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 neutor shall be freely interchangeable.
- 37. Notices. Any notice, demand or other communication which any party hereto may desire or may be rejuired to give to any other party hereto shall be in writing, and shall be deemed given if any when personally delivered, or on the first business day after being deposited in the United States registered or corrected mail, postage propaid, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all 10/45 OFFICE other parties by notice in accordance herewith:
 - (a) If the Mortgagee:

BROADWAY BANK 5960 NORTH BROADWAY CHICAGO, IL 60660

ATTN: LOAN DEPARTMENT

were the street and they transfer in er er som tretten er ben, ber green til Der etter til vikke begrættigt ber ble b ment at had talk head in the start of (1917年1月4日中华大学的大学的大学的大学的大学的大学的 and the state of the state of the Harada and Company of the Garage Company of the Company Addition to the medical configuration and a second defend of the retainment of the constant

There to be a superficient to the superficient

And the state of t and the first production of the state of the

Page 29

(b) If to Mortgagori

NR. VALLOP RATANA NRS. CHANPEN RATANA 4022 NORTH WESTERN AVENUE CHICAGO, TL 60618

With a copy to:

THAT ROOM CORPORATION
4022 NORTH WESTER AVENUE
CHICAGO, IL 60618

Except as otherwise specifically required herein, notice of the exercise of any right, power of option granted to Mortgage by this Mortgage is not required to be given.

38. Representation of Title. At the time of the delivery of these presents, the Mortgagor is well selved of an indefensible estate in fee simple in the portion of the remises which constitutes real property and ewas good title to the portion of the Premises which constitutes personal property, subject only to the matters set forth in Exhibit B attached hereto and hereby made a part hereof, and has good right, full power and lawful authority to convey and mortgage and grant a security interest in the same, in the manner and form aforesals; that except as set forth in Exhibit B, hereto or for which insurance has been provided by CHICAGO TITLE INSURANCE COMPANY the same is free and clear of all lien, charges, casements, covenants, conditions, restricttion, and encumbrances whatsouver, including as to the personal property and fixtures, security agreements, conditional sales contracts and anything of a similar nature and that the Mortgagor shall and will forever defend the Premises against the claims of all persons whomseever.

IN WITNESS WHEREOF, Mortgagor has cause this Mortgago to be duly signed, sealed and delivered the day any year first above written.

MORTGAGOR:

(x) Vallop Patana -

(X) Maysan Ratana

4375

H County Clart's Opposition and the second second second

The contract of the state of the con-

INOIS) SS

JOK)

Lounty in the Stated afforcessied, do hereby

P RATANA AND CHAMPEN RATANA

Ly known to me to be the same person(s) whose named to the foregoing instrument, appeared before me person and acknowledged that they signed and delivered sent as Pheir own free and voluntary net for the usen and esset forth therein.

Given under my hand and notarial soni this Managed, and of pleasance, and continues the sent and continues t Page 30 STATE OF ILLINOIS) COUNTY OF COOK for said County in the State aforesaid, do hereby certify that personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered such instrument as rhair own free and voluntary act for the uses and purposes set forth therein. My Commissions Expires:

The or County Clark's Office

Page 31

3 5 4 3 7 5 1 8

EXHIBIT A

TO MORTGAGE THE LAND

LOT ! IN BLOCK 4 IN PAUL O. STENSLAND'S SUBDIVISION OF THE EAST 664.7 FEET OF LOTS 1, 2, 3 AND 4 IN SHELBY AND MAGOFFIN'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 60 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART OF THE LAND LYING EAST OF A LINE 50 FEET WEST OF AND PARALLES WITH THE EAST LINE OF SID SECTION 13 AFORESAID, AS CONDEMNED FOR WIDENING OF WESTERN AVENUE, IN COOK COUNTY, ILLINOIS

COMMON ADDRESS: 4022 NORTH WESTERN AVENUE

CHICAGO, ILLINOIS 60618

P.I.N. :

13-13-419-032-0000

86437518

and Complete the activities of the control of the c

26437515

and the property of the proper

Page 32

EXHIBIT B

70

MORTGAGE

Property of Cook County Clerk's Office

Coop County Clark's Office