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MORTGAGE

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THIS MORTGAGE (the "Mortgage") is made this 3rd day of October, 1986, between LILY LEE HOM and GIM BOR HOM (together "Mortgagor") and THE HONGKONG AND SHANGHAI BANKING CORPORATION ("Mortgagee"), 29 South LaSalle Street, Chicago, Illinois 60603.

ARTICLE I
DEFINITIONS

1. Definitions. As used herein, the following terms shall have the following meanings herein specified, such definition to be applicable equally to the singular and plural forms of such terms:

(a) Commitment: Commitment letter from Mortgagee to Mortgagor dated 24 September 1986.

(b) Fixtures: All fixtures, including replacements and additions thereto, now or hereafter located under, on or above the Land which constitute or will constitute fixtures under the laws of the state of Illinois.

(c) Impositions: All real estate and personal property taxes and other taxes and assessments, public or private; water and sewer rates and charges; all other governmental or non-governmental charges applicable to the Mortgaged Property; any interest or costs or penalties with respect to any of the foregoing; and charges for any easement or agreement maintained for the benefit of the Mortgaged Property, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which at any time prior to or after the execution of this Mortgage may be assessed, levied, or imposed upon the Mortgaged Property or the rent or income received therefrom, or any use or occupancy thereof.

(d) Improvements: Any and all buildings or structures of any nature whatsoever, including replacements or additions thereto, now or hereafter situated on the Land.

(e) Indebtedness: The principal of, interest on and all other amounts, payments and premiums due under the Collateral Installment Note and all other indebtedness of Mortgagor to Mortgagee under and secured by the Mortgage.

(f) Land: The real estate located at 2526 S. Canal Street, Chicago, Illinois and legally described in Exhibit "A" attached hereto and, by this reference, made a part hereof for all purposes.

(g) Leases: Any and all leases, licenses, concessions or grants of other possessory interests granted by Mortgagor as lessor now or hereafter in force, oral or written, covering or affecting all or any part of the Mortgaged Property.

(h) Mortgaged Property: The Land, the Improvements, the Fixtures and the Leases together with:

(1) all rights, privileges, rents, royalties, profits, mineral, oil and gas rights and profits, tenements, hereditaments, rights-of-way, easements, appendages, appurtenances, riparian or littoral rights now or hereafter belonging or in any way appertaining to the Land and/or the Improvements; all right, title and interest of Mortgagor in and to any streets, ways, alleys, strips

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or gores of land now or hereafter adjoining the Land;

(2) all of the Mortgagor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any municipal, county, state or federal authority or board to the present and all subsequent owners of the Land and/or the Improvements and/or the Fixtures and/or the Personal Property, including any award or awards for any change or changes of grade of any street or streets affecting the Land and/or the Improvements and/or the Fixtures and/or the Personal Property, subject to Mortgagor's right to use such award pursuant to Article VIII; and

(3) all the estate, right, title, interest, claim or demand whatsoever of Mortgagor, either at law or in equity, in and to the Land and/or Improvements and/or the Fixtures;

which term includes any part of the foregoing property described as Mortgaged Property.

(i) Note: The Collateral Installment Note, dated as of even date with this Mortgage, made by Mortgagor to the order of Mortgagee, in the amount of Two Hundred Thirty Thousand Dollars (\$230,000) secured by this Mortgage. The terms and conditions of which Note are incorporated into this Mortgage.

(j) Obligations: Any of the covenants, promises and other obligations (other than for the payment of the Indebtedness) including without limitation the payment of impositions as provided herein made or owing by Mortgagor or others to or due to Mortgagee under or set forth in the Note.

(k) Rents: All the rents, revenues, income, profits and other benefits now or hereafter arising from the use and enjoyment of the Mortgaged property.

(l) Security Documents: The Mortgage, the Note, and all other documents and instruments now or hereafter furnished to Mortgagee to evidence or secure payment of the Indebtedness.

ARTICLE II GRANT

2. Grant of Security Interest.

2.1 Grant. To secure the payment of the Indebtedness and the performance and discharge of the Obligations, Mortgagor does by these presents give, transfer, grant, bargain, sell, alien, remise, release, assign, mortgage, hypothecate, deposit, pledge, set over, confirm, convey, warrant and grant a security interest unto Mortgagee in and to all estate, right, title and interest of Mortgagor in and to the Mortgaged Property, whether now owned or held or hereafter acquired by Mortgagor to have and to hold the Mortgaged Property unto Mortgagee, its successors and assigns, forever.

2.2 Condition of Grant. The condition of these presents is such that if Mortgagor shall pay or cause to be paid the Indebtedness as and when the same shall become due and payable and shall observe, perform and discharge the Obligations, then the Security Documents and the estates and rights granted by them shall be null and void, otherwise to remain in full force and effect.

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ARTICLE III REPRESENTATIONS

3. Representations.

Mortgagor hereby represents to Mortgagee that:

3.1 Validity of Security Documents:

(a) The execution, delivery and performance by Mortgagor of the Note, and the borrowing evidenced by the Note, will not, to the best of Mortgagor's knowledge, violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which Mortgagor is a party in any material respect or by which it or any of its property is bound or be in conflict with, or will result in a material breach of or constitute (with due notice or lapse of time) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its property or assets;

(b) the Note, when executed and transmitted by Mortgagor, will constitute the legal, valid and binding obligations of Mortgagor in accordance with their respective terms subject to applicable bankruptcy and insolvency laws.

3.2 Other Information. All other information, reports, papers and data given to Mortgagee with respect to Mortgagor, to the loan evidenced by the Note are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Mortgagee a true and accurate knowledge of the subject matter.

3.3 Mortgaged Property and Other Property. Mortgagor has good and marketable title in fee simple to the Land and has, and will have, good and marketable title to the Fixtures and Improvements all free and clear of any liens, charges, encumbrances, security interests and adverse claims whatsoever. Mortgagor will preserve its title to the Mortgaged Property and will forever covenant and defend the same to the Mortgagee and will forever covenant and defend the validity and priority of the lien of this Mortgage against the claims of all persons and parties whomsoever.

3.4 Taxes. To the best of its knowledge, Mortgagor has filed all federal, state, county and municipal income tax returns required to have been filed and has paid all taxes which have become due pursuant to such returns, pursuant to any assessments received by it or pursuant to law, and the Mortgagor does not know of any basis for additional assessment in respect of such taxes or additional taxes.

3.5 Litigation. There is not now pending against or affecting Mortgagor, nor, to the knowledge of Mortgagor, is there threatened or contemplated, any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, would materially impair or affect Mortgagor's financial condition or operation.

ARTICLE IV AFFIRMATIVE COVENANTS

4. Affirmative Covenants. Until the entire Indebtedness shall have been paid in full, Mortgagor hereby covenants and agrees as follows:

4.1 Compliance With Laws. Mortgagor will promptly and faithfully comply with, conform to and obey or contest by appro-

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priate proceedings in good faith all present, and use its best efforts as to future, laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every board of fire underwriters having jurisdiction, or similar body exercising similar functions, which may be applicable to it or to the Mortgaged Property or to the use and manner of use, occupancy, possession, operation, maintenance or reconstruction of the Mortgaged Property, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Mortgaged Property.

4.2 Payment of Impositions. Except as otherwise provided in Paragraph 4.10, Mortgagor will duly pay and discharge, or cause to be paid and discharged, the Impositions, such Impositions, or installments thereof, to be paid not later than the due date thereof, or the day any fine, penalty, interest or cost may be added thereto or imposed by law for the non-payment thereof (if such day is used to determine the due date of the respective item); provided, however, that if, by law, any Imposition may, at the option of the taxpayer or other person obligated to pay it, be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Mortgagor may exercise the option to pay the same such installments.

4.3 Repair. Mortgagor will keep the Mortgaged Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof and additions, betterments and improvements thereto, ordinary and extraordinary, foreseen and unforeseen, and use its best efforts to prevent any act or thing which might impair the value or usefulness of the Mortgaged Property.

4.4 Insurance.

(a) At all times during the term of this Mortgage, Mortgagor shall carry or cause to be carried:

(i) policies insuring the Mortgaged Property against loss or damage by fire, theft, vandalism, malicious mischief, hazards, and such other risks as Mortgagee may from time to time require, including, but not limited to, those risks included in the term "extended coverage." The aggregate amount of the coverage afforded by such policies shall be sufficient to prevent any insured from becoming a co-insurer of a partial loss thereunder, but in any case such aggregate amount shall not be less than full replacement cost of all Improvements;

(ii) comprehensive public liability and property damage insurance (pertaining to the Mortgaged Property and common areas on adjoining property, if any) having bodily injury and death limits of not less than \$1,000,000 for each person and \$2,000,000 for each occurrence and personal property limit of \$250,000 for each occurrence;

(iii) such other casualty and liability insurance policies as Mortgagee shall from time to time reasonably require, including, but not limited to, flood insurance in an amount equal to the lesser of the principal balance of the loan or the maximum limit of available coverage if the Land Parcel is now or subsequently located in a flood plain or a flood hazard area; and

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(iv) loss of rents or business interruption insurance policies as Mortgagee shall from time to time reasonably require.

(b) All such insurance policies shall at all times be in form, substance and with companies acceptable to Mortgagee; bear a non-contributory first mortgage endorsement and such other endorsements in form and content acceptable to Mortgagee in favor of Mortgagee or as Mortgagee may request; and remain in force, with renewals and replacements thereof, which renewals and replacements shall be deposited with Mortgagee with evidence of payment of all premiums no later than 15 days prior to the expiration of any then existing policy, until the Indebtedness hereby is paid in full. Each of the original policies, including replacements and renewals, shall be deposited with Mortgagee. Every such policy shall contain an agreement that no party there-to may terminate or modify such policy without at least 15 days prior written notice to Mortgagee. In the event of a sale of the Mortgaged Property pursuant to a foreclosure of the Mortgage or other transfer of title to the Mortgaged Property in satisfaction in whole or in part of the Indebtedness, complete title to all such insurance policies and all unearned premiums thereon shall automatically pass to and vest in the purchaser or transferee.

(c) In case of loss or damage the proceeds of claims under casualty policies pertaining to the Mortgaged Property shall be paid to Mortgagee for application, at the option of the Mortgagor either (i) to the indebtedness (in the inverse order of maturity) plus the pre-payment penalty described in the Note, with the balance of such proceeds, if any, paid to Mortgagor, or (ii) to the restoration of the Mortgaged Property on such conditions and subject to such controls as Mortgagee may impose in its absolute discretion, with the balance of such proceeds, if any, applied (in the inverse order of maturity) against such indebtedness. In case of loss or damage, the proceeds of claims under rental interruption insurance policies pertaining to the Mortgaged Property shall be paid to Mortgagee for application to amounts due under the Note, this Mortgage and the Security Documents, as such amounts become due and payable, with the balance, if any, paid to Mortgagor subject to such controls as Mortgagee may reasonably impose to assure that such a balance is first used, to the extent necessary, for payment of expenses of operation and maintenance of the Mortgaged Property. Mortgagee is hereby authorized (but not obligated) to act as attorney-in-fact for Mortgagor in obtaining, adjusting, settling and canceling all insurance on the Mortgaged Property, in endorsing any checks or drafts drawn directly. Notwithstanding any other provision of this Mortgage or the Note, no application of insurance proceeds to the Indebtedness shall have the effect of curing any Event of Default or extending the time for making any payment hereunder or under the Note. Mortgagee shall not be held responsible for failure to collect any insurance proceeds due under the terms of any policy provided for herein, regardless of the cause of such failure.

(d) Premiums on all insurance policies shall be paid by the Mortgagor and payment shall be made promptly and when due directly to the insurance carrier. Mortgagee may, but shall not be obligated to, make premium payments to prevent lapse or cancellation by reason of non-payment of premium.

4.5 Restoration Following Uninsured Casualty. In the event of the happening of any casualty, of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, not covered by insurance under paragraph 4.4 resulting in damage to or destruction of the Mortgaged Property, Mortgagor will give notice thereof to Mortgagee and Mortgagor will promptly, at Mortgagor's sole cost and expense, commence and diligently continue to restore,

repair, replace, rebuild or alter the damaged or destroyed Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

4.6 Value. Mortgagor will use its best efforts to prevent any act or thing which might materially and adversely impair the value or usefulness of the Mortgaged Property.

4.7 Performance of Other Agreements. Mortgagor will duly and punctually perform all covenants and agreements expressed as binding upon it under any agreement of any nature whatsoever binding upon it which involves the Mortgaged Property.

4.8 Inspection. Mortgagor will permit Mortgagee, and parties designated by Mortgagee, at all reasonable times, to inspect the Mortgaged Property upon seven (7) days' prior written notice.

4.9 Hold Harmless. The Mortgagor will, at its own cost and expense, save, indemnify and hold the Mortgagee, its officers, officials, employees and agents, harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damage or penalty (hereinafter collectively referred to as "Claims") affecting the Mortgaged Property, or the value of the Note or the Mortgage, arising out of, resulting from, or alleged to arise out of or result from, any action or inaction by Mortgagor, except as may be the direct result of Mortgagee's negligence. Mortgagor will pay all expenses incurred by the Mortgagee in defending itself with regard to any and all Claims. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of the Mortgagee.

4.10 Contest of Tax Assessments. After prior written notice to Mortgagee, Mortgagor, at its own expense, may contest, by appropriate legal proceedings, promptly initiated and conducted in good faith and with due diligence, the amount, validity or application, in whole or in part, of (a) any of the legal requirements referred to in Paragraph 4.1, or (b) any Imposition; provided that (i) in the case of any unpaid Imposition, such proceedings shall suspend the collection thereof from Mortgagor and from the Mortgaged Property, (ii) the Mortgaged Property will not be in danger of being sold, forfeited, terminated cancelled or lost, (iii) the use of the Mortgaged Property for its present intended purpose or purposes will not be lost or terminated, and (iv) Mortgagor shall have set aside adequate reserves with respect thereto.

4.11 Expenses. The Mortgagor will pay or reimburse the Mortgagee for all reasonable attorneys' fees, reasonable costs and expenses paid or incurred by the Mortgagee in any action, proceeding or dispute of any kind in which the Mortgagee is made a party or appears as party plaintiff or defendant, involving the Note, this Mortgage, Mortgagor, or the Mortgaged Property, including but not limited to the foreclosure or other enforcement of this Mortgage, any condemnation action involving the Mortgaged Property, any action to protect the security hereof, or any proceeding in probate or bankruptcy, and any such amounts paid or incurred by the Mortgagee shall be added to the Indebtedness, shall bear interest at the rate specified in the Note from date of payment and shall be secured by the lien of this Mortgage.

4.12 Performance of the Commitment. The terms of the Commitment shall survive the execution and delivery of this Mortgage and Mortgagor shall comply with, abide by and perform all of the terms, obligations and conditions of the Commitment on its part to be complied with, abided by and performed.

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4.13 Payment of Indebtedness. Mortgagor will timely pay and discharge the Indebtedness or any part thereof in accordance with the terms and conditions of the Note and this Mortgage.

ARTICLE V NEGATIVE COVENANTS

5. Negative Covenants.

Until the entire Indebtedness shall have been paid in full, Mortgagor covenants and agrees as follows:

5.1 Use Violation, Etc. Mortgagor will not use the Mortgaged Property or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance, regulation or restrictive covenant, covering or affecting the use or occupancy thereof, or suffer any act to be done or any condition to exist on the Mortgaged Property or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private.

5.2 Alterations, Etc. Mortgagor will not commit or knowingly permit any waste of the Mortgaged Property or make or permit to be made any material alterations or additions to the Mortgaged Property which would have the effect of materially diminishing the value thereof or which will in any way materially increase any ordinary fire or other hazard arising out of construction or operation thereof.

5.3 Replacement of Fixtures, Improvements and Personal Property. Mortgagor will not permit any of the Fixtures or Improvements to be removed at any time from the Land, without the prior written consent of Mortgagee, unless actually replaced by an article of equal or greater suitability and value, owned by Mortgagor, and unless such replacement article is encumbered by this Mortgage as a first lien, free and clear of any lien or security interest except as may be approved in writing by Mortgagee.

5.4 Other Liens. Mortgagor will not, without the prior written consent of Mortgagee, create or permit to be created or to remain, any mortgage, pledge, lien, encumbrance or charge on, security interest in, or conditional sale of or other title retention agreement on (whether prior or subordinate to the liens of the Security Documents) the Mortgaged Property or income therefrom.

5.5 Transfer of Title. The Mortgagor covenants and agrees that it will not convey, transfer or permit to be conveyed or transferred, the Mortgaged Property, without the prior written consent of the Mortgagee, which consent may be granted or withheld in the Mortgagee's sole discretion, and if granted may be conditioned upon any successor of Mortgagor agreeing to an increase in the interest rate in the Note.

ARTICLE VI EVENTS OF DEFAULT

6. Events of Default. The term Event of Default, as used in the Security Documents and in the Note, shall mean the occurrence or happening, from time to time, of any one or more of the following:

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6.1 Non-Payment of Indebtedness. If Mortgagor shall default in the due and punctual payment of any principal or interest under the Note when the same shall become due either by the terms thereof or otherwise;

6.2 Performance of Obligations. If Mortgagor shall default in the due observance or performance of any of the Obligations, other than as stated in Paragraph 6.1, and such default continues for a period of thirty (30) days after written notice thereof from the Mortgagee to Mortgagor, or is curable within thirty (30) days and Mortgagor fails to diligently and continuously process the same to completion after notice of such default by Mortgagee to Mortgagor; provided, however, that if any such default, in the sole judgment of Mortgagee, impairs the value of the land, no prior or written notice need be given to Mortgagor of such default.

6.3 False Representations. If any material representation or warranty made by Mortgagor or others in, under or pursuant to the Note shall be false or misleading in any material respect as of the date on which said representation or warranty was made;

6.4 Judgment. If a final judgment for the payment of money shall be rendered against the Mortgaged Property and the same shall remain undischarged for a period of forty-five (45) days;

6.5 Voluntary Bankruptcy, Etc. If Mortgagor shall (a) voluntarily be adjudicated a bankrupt or insolvent, (b) seek or consent to the appointment of a receiver or trustee for itself or for all or any part of its property, (c) file a petition seeking relief under bankruptcy or other similar laws of the United States or any state or any other competent jurisdiction, (d) make a general assignment for the benefit of creditors, or (e) admit in writing its inability to pay its debts as they mature;

6.6 Involuntary Bankruptcy, Etc. If a court of competent jurisdiction shall enter an order, judgment or decree appointing, without the consent of Mortgagor, a receiver or trustee for the Mortgagor or for all or any part of the property of the Mortgagor or approving a petition filed against the Mortgagor seeking relief under bankruptcy or other similar laws of the United States or any state or other competent jurisdiction;

6.7 Acceleration Under Article X. If Mortgagee accelerates payments of the Indebtedness under Article X;

6.8 Other Liens. If the Mortgagor places another lien on the Mortgaged Property, without Mortgagee's prior written consent;

6.9 Cross-Default. There shall occur any default or event of default, or any event which might become such with notice or the passage of time or both, or any similar event, or any event which requires the prepayment of borrowed money or the acceleration of the maturity thereof, under the terms of any evidence of indebtedness or other agreement issued or assumed or entered into by the Mortgagor or any Guarantor under the terms of any indenture, agreement or instrument under which any such evidence of indebtedness or other agreement is issued, assumed, secured or guaranteed, and such event shall continue beyond any applicable period of grace.

6.10 Impair Security. If Mortgagor does or permits any act or thing which impairs the value of the land or fixtures.

ARTICLE VII
FORECLOSURE

7.1 Remedies. If an Event of Default shall occur, Mortgagee may, at its option, exercise any, some or all of the following remedies:

7.1.1 Acceleration. Declare the unpaid portion of the Indebtedness to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Mortgagor), whereupon the Indebtedness shall become immediately due and payable; anything in the Note to the contrary notwithstanding; provided further that the unpaid portion of the Indebtedness shall be immediately and automatically due and payable without action of any kind on the part of Mortgagee upon the occurrence of an Event of Default set forth in Section 6.5 or 6.6.

7.1.2 Enforcement of Mortgage. Mortgagee, with or without entry, personally or by its agents or attorneys, insofar as applicable, may:

(a) sell the Mortgaged Property and all estate, right, title and interest, claim and demand therein, and right of redemption thereof, to the extent permitted by and pursuant to the procedures provided by law, at one or more sales, and at such time and place upon such terms and after such notice thereof as may be required or permitted by law; or

(b) institute proceedings for the complete foreclosure of this Mortgage; or

(c) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note or in this Mortgage, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect; or

(d) enforce this Mortgage in any other manner permitted under the laws of the State of Illinois.

7.1.3 Receiver. Apply to the court in which a proceeding is pending for the enforcement of this Mortgage to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents and profits therefrom and apply the same as the court may direct; such receiver to have all of the rights and powers permitted under the laws of the state in which the Mortgaged Property is situated. The right to the appointment of such receiver shall be a matter of strict right without regard to the value or the occupancy of the Mortgaged Property or the solvency or insolvency of Mortgagor. The reasonable expenses, including receiver's fee, counsel's fees, costs and agent's commission, incurred pursuant to the powers herein contained shall be secured hereby.

7.1.4 Other. Exercise any other remedy now or hereafter existing in equity, at law, by virtue of statute or otherwise of the State of Illinois.

7.2 Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee as provided in the Note, and in this Mortgage shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor, or the Mortgaged Property, or any one or more of them, at the sole

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discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise, all to the maximum extent permitted by the laws of the State of Illinois. If Mortgagee elects to proceed under one right or remedy under this Mortgage or the Note, Mortgagee may at any time cease proceeding under such right or remedy and proceed under any other right or remedy under this Mortgage or the Note. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Nothing in the Note or this Mortgage shall affect Mortgagor's obligations to pay the Indebtedness and perform the Obligations in accordance with the terms thereof.

7.3 Credit of Mortgagee. Upon any sale made under or by virtue of this Article VII, whether made under the power of sale herein granted or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Indebtedness the amount of Mortgagee's bid.

7.4 No Conditions Precedent to Exercise of Remedies. Neither Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the Indebtedness shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of this Mortgage or the Note, or by reason of the release, regardless of consideration, of all or any part of the security held for the Indebtedness, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending the time of payment or modifying the terms of this Mortgage or Note without first having obtained the consent of Mortgagor or such other person; and in the latter event Mortgagor and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Mortgagee.

7.5 Waiver of Redemption, Notice, Marshalling, Etc. Mortgagor hereby waives and releases, to the maximum extent permitted by the laws of the State of Illinois:

(a) all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment;

(b) unless specifically required herein, all notices of Mortgagor's default or of Mortgagee's election to exercise, or Mortgagee's actual exercise, or any option or remedy under the Note or the Security Documents; and

(c) any right to have the Mortgaged Property marshalled;

provided that if any of the rights waived by Mortgagor in this paragraph affect or extend the time for sale or the Mortgaged Property, affect Mortgagee's rights to enforce this Mortgage or affect Mortgagor's right to redeem, Mortgagee shall have the right to elect to accept or reject the waiver of such right by Mortgagor, and such election may be made by Mortgagee at the time of or at any time prior to the entry of a decree or judgment of foreclosure in the court in which this Mortgage is being foreclosed.

7.6 Discontinuance of Proceedings. In case Mortgagee shall have proceeded to enforce any right under the Note or this Mortgage and such proceedings shall have been discontinued or abandoned for any reason, then in every such case, Mortgagor and Mortgagee shall be restored to their former positions and the rights, remedies and powers of Mortgagee shall continue as if no such proceedings had been taken.

7.7 Application of Proceeds. The proceeds of any sale of all or any portion of the Mortgaged Property shall be applied by Mortgagee in the following order:

(a) first, to the payment of receiver's fees and expenses, to the payment of Mortgagee's reasonable attorney's fees and other reasonable legal expenses and to the payment of reasonable costs and expenses of Mortgagee in connection with proceedings under this Article VII;

(b) second, to the payment of the Indebtedness (other than the Note) and accrued interest;

(c) third, to the payment of accrued and unpaid interest on the Note;

(d) fourth, to the payment of the unpaid principal balance of the Note;

(e) fifth, in such order as required by the laws of the State of Illinois; and

(f) sixth, to the Mortgagee.

ARTICLE VIII CONDEMNATION

8.1 Condemnation. In the event of the taking by eminent domain proceedings or the like of any part or all of the Mortgaged Property by any federal, state, municipal or other governmental authority or agency thereof, all awards or other compensation for such taking shall be paid to Mortgagee for application (in the inverse order of maturity) on the Indebtedness, provided that no such application shall result in additional interest or have the effect of curing any Event of Default or extending the time for making any payment due hereunder or under the Note.

ARTICLE IX MISCELLANEOUS

9.1 Survival of Warranties and Covenants. The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Note, and shall continue in full force and effect until the Indebtedness shall have been paid in full.

9.2 Further Assurances. Mortgagor, upon the reasonable request of Mortgagee, will execute, acknowledge and deliver such further instruments (including, without limitation, a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens thereof any property intended by the terms thereof, to be covered thereby and any renewals, additions, substitutions, replacements or betterments thereto.

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9.3 Recording and Filing. Mortgagor, at its expense, will cause the Security Documents and all supplements thereto for which constructive notice must be given to protect Mortgagee, at all times to be recorded and filed, and re-recorded and re-filed, in such manner and in such places as Mortgagee shall reasonably request, and will pay all such recording, filing, re-recording, re-filing taxes, fees and other charges to the maximum extent permitted by the laws of the State of Illinois.

9.4 Loan Expenses. To the extent permitted by the laws of the State of Illinois, Mortgagor shall pay all costs and expenses in connection with the preparation, execution, delivery, recording and performance of the Security Documents, including, but not limited to, reasonable fees and disbursements of counsel appointed by Mortgagee to prepare the Security Documents, recording costs and expenses, stamps and other taxes (including without limitation documentary stamps and intangible taxes), surveys, appraisal and policies of title insurance.

9.5 No Representation by Mortgagee. By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Mortgagee, pursuant to this Mortgage or the Commitment, including (but not limited to) any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey or appraisal, Mortgagee shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Mortgagee.

9.6 Notice. Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor provided for in this Mortgage shall be in writing and shall be deemed to have been given when delivered personally or on the third day after the same is deposited in the United States Mail, certified mail, postage prepaid, addressed as follows or at such other address as may be designated by notice as provided herein:

If to the Mortgagor:

Lily Lee Hom
2962 Pitkin Ave.
Brooklyn, NY 11208

Copy to: Conrad Dunker, Esq.
258 W. 31st Street
Chicago, IL 60616

If to the Mortgagee:

The Hongkong and Shanghai Banking
Corporation
29 South LaSalle Street
Chicago, IL 60603
Attention: Stephen W. Cheng

Copy to: Kenneth E. North, Esq.
Burke, Bosselman & Weaver
55 W. Monroe Street
Suite 800
Chicago, IL 60603

9.7 Covenants Running With the Land. All covenants contained in this Mortgage shall run with the Mortgaged Property.

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9.8 Successors and Assigns. All of the terms of this Mortgage shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of Mortgagor and Mortgagee, respectively, and all persons claiming under or through them; provided that nothing in this paragraph shall be construed to permit a transfer, conveyance or assignment other than as allowed by this Mortgage.

9.9 Severability. In case any one or more of the Obligations shall be invalid, illegal or unenforceable in respect, the validity of the remaining Obligations shall be in no way affected, prejudiced or disturbed thereby.

9.10 Modification. This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

9.11 Applicable Law. This Mortgage shall be governed by and construed according to the laws of the State of Illinois.

9.12 Strict Performance. Any failure by Mortgagee to insist upon strict performance by Mortgagor of any of the terms and provisions of this Mortgage or of the Note shall not be deemed to be a waiver of any of the terms or provisions of this Mortgage or the Note, and Mortgagee shall have the right thereafter to insist upon strict performance by Mortgagor of any and all of them.

9.13 Headings. The article headings and the section and subsection entitlements hereof are inserted for convenience of reference only, and shall in no way alter or modify the text of such articles, sections and subsections.

9.14 Gender, Etc. The use of any gender shall include all other genders. The singular shall include the plural.

ARTICLE X CHANGES IN LAW

10. Tax on Mortgage or Indebtedness; Usury. In the event of the passage, after the date of this Mortgage, of any law (i) making it illegal for the Mortgagor to pay the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or (ii) rendering the payment by Mortgagor of all taxes levied or assessed upon this Mortgage or the interest in the Mortgaged Property represented thereby unlawful, or (iii) rendering the payment by Mortgagor of the indebtedness unlawful or usurious, or (iv) rendering the covenants for the payment of the matters set forth in subparagraphs (i) and (ii) of this paragraph 10 by Mortgagor legally inoperative, the entire unpaid balance of Indebtedness shall, after thirty (30) days' written notice to Mortgagor, become immediately due and payable, anything in the Note or this Mortgage to the contrary notwithstanding unless within such thirty (30) day period, Mortgagor pays such tax or reimburses Mortgagee for the amount of such tax paid by Mortgagee.

ARTICLE XI SECURITY AGREEMENT

11.1 Interest. This Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the state in which the Fixtures, Leases, Rents and Personal Pro-

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erty are located with respect to the Fixtures, Leases, Rents and Personal Property.

11.2 Financing Statements. Mortgagor agrees to and shall execute and deliver to Mortgagee, in form satisfactory to Mortgagee, such Financing Statements and such further assurances as Mortgagee may, from time to time, consider reasonably necessary to create, perfect and preserve Mortgagee's liens upon the Fixtures, Leases, Rents and Personal Property and Mortgagee, at the expense of Mortgagor, may or shall cause such statements and assurances to be recorded and re-recorded, filed and re-filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such liens.

11.3 Uniform Commercial Code. Mortgagee shall have all the rights with respect to the Fixtures, Leases, Rents and Personal Property, afforded to it by the Uniform Commercial Code as adopted by the state in which the Fixtures, Leases, Rents and Personal Property are located, in addition to, but not in limitation of, the other rights afforded Mortgagee by the Security Documents.

IN WITNESS WHEREOF, the Mortgagor has executed this instrument the day and year first above written.

Lily Lee Hom
Lily Lee Hom

Gim Bor Hom
Gim Bor Hom

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.

I, William Young, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Lily Lee Hom and Gim Bor Hom, personally known to me and known by me, in whose name the above and foregoing Assignment is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act.

GIVEN under my hand and Notarial Seal this 2nd day of October, 1986.

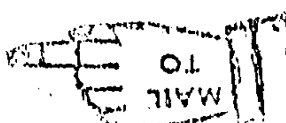
William Young
Notary Public

WILLIAM YOUNG
Notary Public, State of New York
No. 31-4833508
Qualified in New York County
Commission Expires March 30, 1987

My Commission Expires: March 30, 1987

This instrument was prepared by and mail to:

Kenneth E. North, Esq.
Burke, Bosselman & Weaver
55 West Monroe Street
Suite 800
Chicago, Illinois 60603



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EXHIBIT A

PARCEL 1: LOT 12 IN BLOCK 7 IN SOUTH BRANCH ADDITION TO CHICAGO, IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 4 IN HANSELL ELCOCK COMPANY'S RESUBDIVISION OF SUNDRY LOTS IN BLOCKS 7 AND 8 (ACCORDING TO PLAT THEREOF RECORDED DECEMBER 31, 1913 AS DOCUMENT NUMBER 5331082) IN SOUTH BRANCH ADDITION TO CHICAGO, IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

17-28-107-005

86460533

MAIL

in

Handwritten signature

DEPT-01 RECORDING
TRAN 1517 10/07/06 09:26:00
143333
11/27/06 11:47:22
COOK COUNTY RECORDER

86460533

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6/20/2019

6/20/2019